270.

SUPREME COURT OF THE UNITED STATES.

No. 53.

JACOB DUBOIS, LESSEE OF OLIVER S. WOLCOTT, PLAINTIFF IN ERROR,

VERSUS

ANDREW D. HEPBURN.

ERROR FROM CIRCUIT COURT U. S. FOR THE WESTERN DISTRICT OF PENNSYLVANIA.

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UNITED STATES OF AMERICA, *ss.*

The President of the United States of America, to the honorable the judge [L. S.] of the district court of the United States for the western district of Pennsylvania, greeting:—

Because in the record and proceedings, as also in the *rendition* of the judgment of a plea, which is in the said district court before you, between Jacob Dubois, plaintiff, and Andrew D. Hepburn, Esq., defendant, a manifest error hath happened, to the great damage of the said Jacob Dubois, as by his complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that, then under your seal distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the supreme court of the United States, together with this writ, so that you have the same at Washington, on the second Monday of January next, in the said supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said supreme court may cause further to be done therein to correct that error, what of right, and according to the laws and custom of the United States should be done.

Witness, The Honorable JOHN MARSHALL,
Chief Justice of the Supreme Court of the United States.

the first Monday of August, in the year of our Lord one thousand eight hundred and thirty-four. WM. THOS. CARROLL,

Clerk of the Supreme Court of the United States.

Allowed by TH. IRWIN, Dist. Judge.

UNITED STATES OF AMERICA.

To Andrew D. Hepburn, Esq., a citizen of the state of Pennsylvania, greeting:

You are hereby cited and admonished to be and appear at a supreme court of the United States, to be holden at Washington on the second Monday of January next, pursuant to a writ of error filed in the clerk's office of the district court of the United States for the western district of Pennsylvania, wherein Jacob Dubois and lessee of Oliver S. Wolcott, a citizen of the state of Connecticut, plaintiff in error, and you are defendant in error, to show cause, if any there be, why judgment rendered against the said Jacob Dubois, lessee of Oliver S. Wolcott, a citizen of the state of Connecticut, &c. as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, The Honorable THOMAS IRWIN,

Judge of the district court of the United States for the western district of Pennsylvania, at Williamsport, this eighth day of October, in the year of our Lord one thousand eight hundred and thirty-four.

JAMES ARMSTRONG, Clerk.

DISTRICT COURT OF UNITED STATES, } *sct.*
Western District of Pennsylvania, }

Joseph B. Anthony, on his solemn oath, deposeth and saith that he served a copy of the within citation by delivering the same to Francis T. Campbell, Esq., attorney of Andrew D. Hepburn, Esq., defendant within named, and informing him of the contents thereof, this day.

J. B. ANTHONY.

Sworn and subscribed in open court, this 8th day of October, A. D. 1834.

JAMES ARMSTRONG, Clerk.

I do hereby acknowledge the service of the within notice by copy, as the attorney of Andrew D. Hepburn, Esq., within named.

F. C. CAMPBELL.

Williamsport, Oct. 8th, 1834.

Know all men by these presents, that we, Daniel Grafius and Apollos Woodward, Esq., of Williamsport, Pa., are held and firmly bound unto Andrew D. Hepburn, Esq., in the full and just sum of three hundred dollars, to be paid to the said Andrew D. Hepburn, his certain attorney, executors, administrators, or assigns: to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this eighth day of October, in the year of our Lord one thousand eight hundred and thirty-four.

Whereas, lately at a district court of the United States for the western district of Pennsylvania, in a suit depending in said district court between Jacob Dubois, lessee of O. S. Wolcott, plaintiff, and Andrew D. Hepburn, defendant, judgment was rendered against the said Jacob Dubois, plaintiff, and the said Jacob Dubois, having obtained a writ of error, and

filed a copy thereof in the clerk's office of the said district court to reverse the judgment in the aforesaid suit, and a citation directed to the said Andrew D. Hepburn, citing and admonishing him to be and appear at a supreme court of the United States, to be holden at Washington, the second Monday of January next:

Now the condition of the above obligation is such, that if the said Jacob Dubois, shall prosecute his writ to effect, and answer all damages and costs if he fail to make his plea good, then the above obligation to be void, else to remain in full force and virtue.

DANIEL GRAFIUS. [L. S.]
[L. S.]
A. WOODWARD. [L. S.]

Sealed and delivered in presence of
J. B. ANTHONY.
Approved by TH. IRWIN, Dist. Judge.

UNITED STATES, Western District of Pennsylvania, } *Sct.*

In the district court of the United States, for the western district of Pennsylvania, at Williamsport, it is thus contained, to wit:

(*Docket Entries.*)

Anthony, Tilghman. JACOB DUBOIS, a citizen of the state of New York, lessee of Oliver S. Wolcott, a citizen of the state of Connecticut,
vs.
Parsons, Grier, Campbell. JAMES GRAHAM, a citizen of the state of Pennsylvania, with notice to Andrew D. Hepburn, a citizen of the state of Pennsylvania.

COSTS.

Marshal, Jno. M. Davis	$4 30
Cryer	0 20
Clerk	31 30
Do. *fi. fa.* and *ca. sa.*	4 80
Attorney	8 00
Defendant's bill	282 91
Commissioners for taking depositions. See defendant's bill	81 00
	$412 51

October Term, A. D. 1830. No. 3.

Ejectment. Declaration filed October 4, 1830, for 300 acres of land in Dunstable township, Lycoming county, Pennsylvania. Returned served by copy, Sept. 23d, 1830; so answers Jno. M. Davis, marshal ($4 30). Oct. 4, 1830, A. V. Parsons appears for defendant, reserving all exceptions to the writ, &c. Oct. 5th, 1830, on motion of Mr. Parsons, and affidavit filed, rule on plaintiff to give security for costs; and by agreement of counsel, Doc. Ashur Davison is appointed commissioner, and a rule is granted to take depo-

sitions on part of defendant on ten days' notice. Oct. 7, 1830, defendant's attorney files his plea of *not guilty*. Feb. 3d, 1831, recognizance of William Wilson and Daniel Grafius, as security for costs filed. Feb. 4, 1831, plaintiff's attorney enters a rule to take depositions on the part of the plaintiff, under the rules of court; exit rule ($1 00). Feb. 19, 1830, deposition of Robert Quay filed. June 8, 1831, further plea in bar filed; and same day, rule on plaintiff to reply by the first Monday of July next; see præ. filed. June 20th, 1831, replication to defendant's plea to the jurisdiction filed. July 25, 1831, rejoinder of defendant filed—cause at issue—rule for trial, and ordered on the list for next term—præ. filed, and same day, defendant enters a rule for a commission to take depositions on interrogatories, filed in Litchfield, in the state of Connecticut, and nominates Phineas Miner and S. Seymour, Esq., of Litchfield, commissioners. Aug. 23d, plaintiff files cross interrogatories, and names Jabez W. Huntingdon and Truman Smith, Esq., as commissioners on their part; exit commission and copy of interrogatories. August 31, 1831, the counsel for the plaintiff and defendant enter into a mutual rule to take the deposition of witnesses before the prothonotary of the district court of the city and county of Philadelphia, on Monday the 19th September next; exit rule. Oct. 1, 1831, deposition taken at Litchfield filed. Oct. 4, 1831, depositions taken at Philadelphia filed—defendant, by A. V. Parsons, his attorney, appears and confesses lease, entry, and ouster, as per confession filed—court direct the name of James Graham to be struck out of the declaration, and that of A. D. Hepburn inserted.

And now, to wit, Oct. 5th, 1831, a jury of the country being called, came, to wit, Peter Bastian, Joseph Williams, John McLean, Samuel H. Willson, Hamilton Hawes, Samuel W. Stewart, Alexander Stile, George Eckert, Robert G. Hayes, John Lightner, James Hemphill, and Alexander McEwen, twelve good and lawful men of the country, who were duly summoned, returned, empannelled, and balloted for, and who were severally sworn and affirmed. Oct. 6th, 1831, on motion of Mr. Tilghman, the jury were discharged, it appearing that they were not drawn from the whole number of jurors summoned—on motion of Mr. Tilghman for a special jury in this case, the same is allowed. Oct. 24, 1831, defendant, by A. V. Parsons, his attorney, enters a rule to take the depositions of witnesses within the said district, at the prothonotary's office, in Williamsport, Lycoming county, on Tuesday, the 15th day of November next, between the hours of 9 o'clock in the forenoon and four o'clock in the afternoon of said day, in pursuance of the rules of court in such case made and provided—præ. filed—exit copy of rule—exit copy of rule to take depositions on the part of plaintiff. April 26th, 1832, plaintiff and defendant's attorneys enter a mutual rule for a commission to take depositions in the city of Philadelphia, and defendant files his interrogatories. May 2d, 1832, plaintiff files cross interrogatories. May 5, 1832, plaintiff files interrogatories; and May 8, 1832, defendant files cross interrogatories. Exit copy of rule and interrogatories to plaintiff, May 14, 1832; and, same day, exit rule and copy of interrogatories to defendant. Exit copy of rule to take depositions, entered 5 Oct. 1830. May 30, 1832, deposition of James Fearon filed. June 4, 1832, deposition of Robert Quay filed. June 5, 1832, deposition of Jesse Conard filed, and parties agree to waive any objection on the ground that no venire for a special jury has issued in this case. A jury being called, came, to wit, John K. McKahan, Samuel S. Barton, John B. Wilson, John H. Knap, Joseph K. Frederick, Thomas Robison, David Mitchel, James Rothrock, William Ramsey, William W. Kirk, Thomas Dyer, William

Johnston, jr., twelve good and lawful men of the country, duly summoned, returned, and balloted for, and who, being severally sworn and affirmed, do say (counsel, before verdict, excepts to the opinion and charge of the court, who are requested to file the same) that they cannot agree, and by consent of parties jury is discharged, June 10, 1832. Same day, plaintiff moves for a special jury, which is allowed by the court. Oct. 1, 1832, continued. Nov. 3, 1832, exit copy of rule to take depositions. Dec. 1, 1832, deposition of Joseph Quay filed. May 6, 1833, agreement of counsel to strike a jury filed; and same day, a mutual agreement of counsel to take depositions before the prothonotary of the district court of the city and county of Philadelphia filed—exit rule. June 4, 1833, deposition of Frederick Rodewald filed.

And now, to wit, June 6, 1833, a special jury having been struck by the parties, and the following persons having been called, came, to wit, Benjamin Bennett, Charles McBride, William Patton, James P. Bull, David Cash, Jonah Brewster, Francis Wetherbee, Isaac Post, Joshua W. Raynsford, Aaron Green, Dimmock Warner, and Albert Post, twelve good and lawful men of the country, duly summoned, returned, and empannelled, and who, being severally sworn and affirmed, do say they find for the *defendant* with six cents damages and six cents costs, and so they say all. Verdict taken, June 8, 1833—counsel for plaintiff, *before verdict*, except to the opinion of the court, and desire the charge to be filed of record. Same day, judgment on verdict. (Defendant's bill filed, Aug 22d, 1833—
Exit fi. fa. to Oct. T., 1833, No. 11, and ca. sa. to same term, No. 12.)

(*Judgment.*)

Therefore it is considered, Jacob Dubois, lessee of the said Oliver S. Wolcot, take nothing by his said writ, but be in mercy for his false claim thereupon; and that the said Andrew D. Hepburn go thereoff, without day, &c. And also, it is considered that the said Andrew D. Hepburn, recover against the said Jacob Dubois said Oliver S. Wolcott, his damages by occasion of the premises, to four hundred and twelve dollars and fifty-one cents, by the direction of the court here, to the same Andrew D. Hepburn, at his request, for his costs and charges, by him in that behalf sustained, according to the form of the statute in such case made and provided, by the court here adjudged, &c.

JAMES ARMSTRONG, Clerk.

[Declaration in Ejectment.]

(*Declaration.*)

In the district court of the United States in and for the western district of Pennsylvania. Of October sessions, MDCCCXXX.

James Graham, late of the western district of Pennsylvania, yeoman, a citizen of the state of Pennsylvania, was attached to answer Jacob Dubois, a citizen of the state of New York, of a plea whereof he entered into one messuage three hundred acres of woodland with the appurtenances, of the value of twenty thousand dollars, situate and being in Dunstable township, Lycoming county, No. 5615, bounded on the north and east by Hepburn's land, on the south by Ralston's land, and on the west by tract No. 5612 (in the state of Pennsylvania) in the district aforesaid, which Oliver S. Wolcott,

a citizen of the state of Connecticut, had demised to the said Jacob Dubois, for a term which is not yet expired, and ejected him from his said farm, and other wrongs to him did, to the great damage of the said Jacob Dubois, and against the peace of the United States: And thereupon the said Jacob Dubois, by Benjamin Tilghman and Joseph B. Anthony, his attorneys, complains, that whereas the said Oliver S. Wolcott, on the twenty-third day of September, in the year of our Lord one thousand eight hundred and thirty, at the district aforesaid, had demised to the said Jacob Dubois the tenements aforesaid, with the appurtenances: to have and to hold the same to the said Jacob Dubois and his assigns, from and immediately following the execution and delivery of the said demise, for and during and unto the full end and term of twenty years thence next ensuing, and fully to be completed and ended: by virtue of which said demise, the said Jacob Dubois entered into the said tenements with the appurtenances, and was thereof possessed, and the said Jacob Dubois being so thereof possessed, the said James Graham afterwards, to wit, on the twenty-third day of September, in the year of our Lord one thousand eight hundred thirty, with force and arms, &c., entered into the said tenements with the appurtenances, which the said Oliver S. Wolcott had demised to the said Jacob Dubois in form aforesaid, for the term aforesaid, which is not yet expired, and ejected him out of his said farm, and other wrongs to him did, to his great damage, and against the peace of the United States: Whereupon the said Jacob Dubois saith he is injured, and hath sustained damage to the value of five hundred thousand dollars, and thereof he brings suit.

JOHN DOE,
RICHARD ROE, } Pledges to prosecute.

(*Notice to Defendant.*)

I am informed that you are in possession of, or claim title to the premises in *in* this declaration in ejectment mentioned, or to some part thereof; and I, being sued in this action as a casual ejector only, and having no claim or title to the same, do advise you to appear at the next October sessions of the district court of the United States for the western district of Pennsylvania, by some attorney of that court, and then and there, by a rule of the same court, to cause yourself to be made defendant in my stead, otherwise I shall suffer judgment to be entered against me by default, and you will be turned out of possession. Yours, &c.

JAMES GRAHAM.

To ANDREW D. HEPBURN,
Williamsport, Lycoming county, a citizen of Pennsylvania.
September 23d, 1830.

(*Indorsements on Declaration.*)

LYCOMING COUNTY, *ss.*

Personally appeared before me, one of the judges of the court of common pleas of Lycoming county, Pennsylvania, James Cummings, Esq., deputy marshal of the district court of the United States for the western district of Pennsylvania, who, being duly sworn according to law, doth depose and say that on the twenty-third day of September last, he, the said deponent, was present, and did see William P. Farrand, in the letter of attorney hereunto

annexed named, for and in the name of the lessor of the within named plaintiff, enter upon and take possession of the premises in the annexed declaration mentioned, by actually going thereupon, the said premises being then uninhabited and no person in possession thereof. And this deponent further saith, that he did on the same day see the above named William P. Farrand afterwards, and while he was upon and in possession of the said premises, duly sign and seal the lease hereunto annexed, as the act and deed of the said lessor, and deliver the same to the said Jacob Dubois, the plaintiff within mentioned; and that after the said lease was so executed, this deponent did see the said Jacob Dubois take possession of the said premises by virtue of the said lease, by entering thereon, the said premises being uninhabited, so that no other entry could be made thereon, and that immediately afterwards the said James Graham, the defendant, came upon and removed the said Jacob Dubois from the said premises; and whereupon this deponent did on the day and year aforesaid, deliver to the said defendant, James Graham, who still continued upon the said premises, a true copy of the declaration of ejectment hereunto annexed, and read and explained the same to him *him* upon the said premises.

JAMES CUMMINGS, Depty M.

Sworn and subscribed this 30 day of September, A. D. 1830, before me,

JOHN CUMMINGS.

JACOB DUBOIS, a citizen of the state of New York, &c.
vs.
JAMES GRAHAM, a citizen of the state of Pennsylvania, with notice to A. D. Hepburn.

No. 3, October term, 1830. Declaration in ejectment. Filed Oct. 4, 1830. Served by copy, Sept. 23d, 1830. So answers James Cummings, D. M. Jno. M. Davis, M.

Ser. - - - - - -	$2.00
Mil. - - - - - -	1.80
Copy - - - - - -	50
	$4.30

Oct. 4, 1831. Court direct the name of James Graham to be struck out of the declaration, and that of Andrew D. Hepburn inserted.

J. ARMSTRONG, Clk.

(*Lease.*)

This indenture, made the twenty-third day of September, in the year of our Lord one thousand eight hundred and thirty, between Oliver S. Wolcott, a citizen of the state of Connecticut, by his attorney in fact, William P. Farrand of the first part, and Jacob Dubois, a citizen of the state of New York, of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States, to him in hand, paid by the party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof he hereby acknowledges,

hath granted and to farm let unto the party of the second part, his executors, and administrators, all that messuage, three hundred acres of wood-land, with the appurtenances, situate and lying in Dunstable township, Lycoming county, No. 5615, bounded east by Hepburn's land, south by Yost and Ralston's land, west by tract No. 5612, and north by Hepburn's land: to have and to hold the same to the said party of the second part, his executors, administrators, and assigns, from and immediately following the execution and delivery of these presents, for, and during, and unto the full end and term of twenty years next thence ensuing, and fully to be complete and ended, yielding and paying therefore yearly and every year during the said term, unto the said party of the first part, or his assigns, the rent of one pepper corn, if demanded. Provided always, and these presents are on this condition, that if the said party of the first part, or his assigns, shall at any time or times hereafter tender, or cause to be tendered, to the said party of the second part, his executors or administrators, the sum of one dollar, that then and in such case, and from thenceforth, the present indenture, and every thing herein contained, shall cease, determine, and be absolutely void, any thing herein contained to the contrary thereof in any wise notwithstanding.

In witness whereof the parties have here interchangeably set their hands and seals the day and year first above-written.

JACOB DUBOIS, [L. S.]
OLIVER S. WOLLCOTT, [L. S.]
By his attorney
WM. P. FARRAND, [L. S.]

Sealed and delivered in presence of
J. B. ANTHONY,
JAMES CUMMINGS.

(*Power of Attorney.*)

Know all men by these presents, that I, Oliver S. Wollcott, of the state of Connecticut, have made, ordained, constituted, and appointed, and by these presents do ordain, constitute, and appoint, William P. Farrand, of the city of Philadelphia, in the state of Pennsylvania, my true and lawful attorney, for me and in my name to enter into and take possession of all these two tracts of land, situate in Dunstable township, Lycoming county, Pennsylvania, one of them containing 254 acres and allowance surveyed in pursuance of a warrant No. 5615, dated the nineteenth day of April, 1794, granted to Joseph Fearon, and the other said tract called Retreat, on the waters of Saltzman's Run, containing 365 acres, 136 perches, and allowance, surveyed in pursuance of a warrant No. 5612, dated the seventeenth day of April, A. D. 1794, granted to Joseph Fearon, being the same premises which Matthew C. Ralston and Julia his wife, by deed dated the eleventh day of September, A. D. 1830, granted and conveyed to the said Oliver S. Wolcott in fee, and after the said William P. Farrand shall have taken possession thereof, either in person, or by his substitute, for me, and in my name, and as my act and deed, to sign, seal, execute a lease of the said premises, or of any part thereof, with the appurtenances, to any person or persons whatsoever to hold the same to the said lessees or either of them, their, or either of their executors, administrators, or assigns, from and immediately following the execution and delivery of the

said lease, for, and during, and unto the full end and term of twenty years thence next ensuing, and fully to be ended and completed, at the yearly rent of one pepper corn, if demanded, subject to the proviso for making void the same, on tendering to the said lessors their executors, administrators, or assigns, or either of them, one dollar; and further for me, in my name, to make and adjust such compositions, agreement, or compromise as to him may seem just or expedient, with any person or persons who may claim to be in possession, or the owners of the said two tracts of land, or any part thereof, under any pretence of purchases under tax sales or otherwise, with full power and authority to the said William P. Farrand, me, or my substitutes under him, for the purposes aforesaid to appoint, and then, and their authority at his discretion to revoke, to renew, or others in their places to appoint; hereby giving and granting to the said William P. Farrand and his said substitutes, my full and entire power and authority, in the premises, and holding for good all that he, or his said substitutes, shall lawfully do therein.

In witness whereof, I have hereunto set my hand and seal, at Philadelphia, this 13th day of September, in the year 1830.

(Signed) OLIVER S. WOOLCOTT. [L. S.]

Sealed and delivered in presence of us,

(Signed) JOHN CONARD,
JAMES M. CONARD.

IN THE UNITED STATES' DISTRICT COURT *for the Western District of Pennsylvania. October Term*, A. D. 1830. *No.* 3.

JACOB DUBOIS, a citizen of the state of New York; lessee of Oliver S. Wolcott, a citizen of the state of Connecticut,
vs.
JAMES GRAHAM, a citizen of the state of Pennsylvania, with notice, Andrew D. Hepburn, a citizen of Pennsylvania.

UNITED STATES *ss.*

(*Plea, not guilty.*)

And the said Andrew D. Hepburn, by R. C. Greer and A. V. Parsons, his attorneys, come and defends the force and injury, when, &c., and says that he is not guilty of the said supposed trespasses and ejectment above-laid to his charge, or of any part thereof, in manner and form, as the said Jacob Dubois hath above thereof complained against him; and of this he, the said Andrew D. Hepburn, puts himself upon the country for trial.

R. C. GREER,
A. V. PARSONS,
Attys. for Deft.

October 7th, A. D. 1830.

Filed, Oct. 7, 1830.

JAMES GRAHAM, a citizen of the state of Pennsylvania, with notice to Andrew D. Hepburn,

adsm.

JACOB DUBOIS, a citizen of the state of New York, lessee of Oliver S. Wolcott, a citizen of the state of Connecticut.

In the District Court of the United States for the western district of Pennsylvania. October T., 1830. No. 3.

(*Plea in bar.*)

UNITED STATES, *ss.*

And the said Andrew D. Hepburn, the real party defendant in this suit, interest, in his own proper person comes and defends the wrong and injury, when, &c., and for a further plea in this behalf, by leave of the court for this purpose had and obtained, according *to* the form of the statute in such case made and provided, and says that this court ought not to take further cognizance of the action aforesaid, because he saith that the said Oliver S. Wolcott, the lessee of the plaintiff, and the real party plaintiff, was, and for a long time previous to, and at the time of the commencement of this suit, to wit, on the fourth day of October, in the year of our Lord one thousand eight hundred and thirty, a resident and a citizen of the state of Pennsylvania, and not a resident or citizen of the state of Connecticut. And so the said Andrew D. Hepburn saith, that the court here ought not further to take cognizance of or sustain the action aforesaid, because he says if any cause accrued to the said plaintiff it accrued to him in the state of Pennsylvania, and is within the jurisdiction of the court of common pleas of said state, and not within the jurisdiction of this court, and this he is ready to verify. Wherefore he prays judgment, whether this court will take further cognizance of the action aforesaid, and also for his costs.

Lycoming county, ss.

Personally came before me, a justice of the peace in and for said county, the above named Andrew D. Hepburn, the defendant in this cause, who, on his solemn affirmation, doth say that the foregoing plea is true in substance and in fact to the best of his knowledge and belief, and further saith not.

A. D. HEPBURN.

Sworn and subscribed before me, the 8th June, 1831.

P. VANDERBELT, jun.

Filed June 8, 1831.

REPLICATION.

(*Replication.*)

JACOB DUBOIS, a citizen of the state of New York, lessee of Oliver S. Wolcott, a citizen of the state of Connecticut.

vs.

JAMES GRAHAM, a citizen of the state of Pennsylvania, with notice to Andrew D. Hepburn.

In the District Court of the United States for the western district of Pennsylvania. October Term, 1830. No. 3.

Western District of Penna., ss.

And the said Jacob Dubois, lessee of Oliver S. Wolcott, &c., to the said plea of the said Andrew D. Hepburn, by him secondly above pleaded, saith that

this court, by reason of any thing by *thing by* the said Andrew D. Hepburn in that plea alleged, ought not to be ousted of their jurisdiction, because he says the said Oliver S. Wolcott "was not for a long time previous to and at the time of the commencement of this suit, to wit, on the fourth day of October, in the year of our Lord one thousand eight hundred and thirty, a citizen of the state of Pennsylvania, and *was* a citizen of the state of Connecticut," and that the action aforesaid accrued to the said plaintiff within the jurisdiction of this *said* court, and this he, the said Jacob Dubois, lessee of *the* Oliver S. Wolcott, prays may be inquired of by the country.

J. B. ANTHONY, Atty. Pff.

And the said Andrew D. Hepburn, by A. V. Parsons, his atty. doth the like.

July 25, 1831. A. V. PARSONS, Dft.'s Atty.

Filed June 20, 1831.

(*Rejoinder.*)

JACOB DUBOIS, a citizen of the state of New York, lessee of Oliver S. Wolcott, a citizen of the state of Connecticut,
vs.
JAMES GRAHAM, a citizen of the state of Pennsylvania, with notice to Andrew D. Hepburn.

In the District Court of the United States for the western district of Pennsylvania. October T., 1830, No. 3.

Western District of Pennsylvania, ss.

And the said Andrew D. Hepburn to the replication of the said plaintiff, second by him above pleaded, says that the said Oliver S. Wolcott was a citizen of the state of Pennsylvania on the said fourth day of October, A. D. 1830, and was not a citizen of the state of Connecticut, and this the said Andrew D. Hepburn doth likewise pray may be inquired of by the country.

A. V. PARSONS,
Atty. for Deft.

July 25, 1831.

Filed July 25, 1831.

(*Rule for trial.*)

JACOB DUBOIS, a citizen of the State of New York, lessee of OLIVER S. WOLCOTT, a citizen of the State of Connecticut.
vs.
JAMES GRAHAM, a citizen of the State of Pennsylvania, with notice to ANDREW D. HEPBURN, a citizen of Pennsylvania.

In the district court of the United States, for the western district of Pennsylvania, of October term, 1830, No. 3.

Ejectment—Narr. filed and pleas put in.

The defendant by his atty. enters a rule in the above cause for trial at the next term of said court, and requests the clerk to put it on the issue list, as notice of trial at said term has been given.

July 25, 1831. A. V. PARSONS, Atty. for Deft.

To JAMES ARMSTRONG, Esq. clerk of the U. S. district court for the western district of Pennsylvania.

Filed July 25, 1831.

(*Plaintiff's points.*)

WOLCOTT's lessee
vs.
HEPBURN.

The court is most respectfully requested to instruct the jury.

1st. That under the act directing the mode of selling unseated lands for taxes, and its several amendments, and supplements, any person may legally pay the taxes due on such land.

2d. That any man who may legally pay such taxes, may legally redeem such lands sold for taxes, within the term specified in said acts.

3. That any person has a right to redeem such lands so sold by a payment of the tax, costs, and per centage, within the time named in the said acts.

4. That any person having, or believing himself to have an interest in the lands so sold, has a right to redeem the same within the period named in the said act.

5. That any person connected by blood, or by title, with the owner, or supposed owner of the lands so sold, has a right so to redeem the same.

6. That any person having the charge of such lands from the owner, during his life, after his decease intestate, and without a countermand of such charge, has a right to redeem such lands so sold.

7. That the treasurer under the said acts is an officer ministerial, and not judicial, and that he is bound to receive under the above acts the redemption money for the land so sold, under the facts severally above set forth.

8. That the treasurer has no authority to decide in whom the title or ownership of such lands so sold and offered to be redeemed, is vested.

9. That the refusal of said treasurer to receive the redemption-money for lands so sold, is equivalent to, and dispenses with a tender of the same.

10. That if the plaintiff Oliver S. Wolcott and the defendant Andrew D. Hepburn, were citizens of different states at the time of the action brought, that is to say, that Andrew D. Hepburn was a citizen of Pennsylvania, and Oliver S. Wolcott was a citizen of Connecticut, or of any other state of the United States, the jurisdiction of this court attached: and that such jurisdiction was not divested by any change of citizenship or domicil by the said Oliver S. Wolcott, after the institution of this suit.

11. That a citizen of the United States, born in the state of Connecticut, who resided until his marriage and settled there upon his marriage, gained thereby a citizenship and domicil by origin: which is not divested or changed unless there be proved a citizenship and domicil acquired by the said Oliver S. Wolcott elsewhere, in some other state or jurisdiction.

12. That any person holding an interest in land as tenant in common, on which taxes have been previously assessed and are unpaid, has a right to redeem the said land from a sale for said taxes, within two years thereafter, although he has been divested of his interest in said land by a partition after said assessment, and before the sale for taxes.

BENJN. TILGHMAN,
J. B. ANTHONY. } Attys. for Plff.

June 8, 1833.

ANSWERS TO PLAINTIFF'S POINTS.

(*Answers of court to Plff's. Points.*)

WOLCOTT'S lessee
vs.
A. D. HEPBURN. } Dt. Ct. Williamsport, June sessions, 1833.

Answers to points made by Plff.

1. The law is as here stated. Any person may legally pay the taxes assessed on unseated lands, under the several acts of assembly of this commonwealth directing the mode of selling unseated lands for taxes.

2 & 3. But no one has a right to redeem such land so sold, but the owner or owners, his, her, or their agent or attorney.

4. Any person having an interest in land so sold, has a right to redeem the same within the period named in the said act, but a mere opinion, without right of having an interest, confers no power to redeem.

5. Any person connected by title with the owner, or supposed owner of the land so sold, has a right to redeem the same, but the right does not *not* exist in a relation by blood because of that relationship.

6. The decease of a person intestate being the owner of such lands is a revocation of the authority of one who had the charge of them from the deceased, yet under some circumstances he may redeem lands so sold which were under his charge, notwithstanding the decease of the owner intestate. But where the owner was of full age, and had actual notice as in this case from the county treasurer of the sale of the land for taxes, and of the name of the purchaser, and of the time within which he had power to redeem, and disavows any agency, and declares he will incur all risque, the interference of another person to redeem, not asserting any authority from the owner to do so, would not affect the title of the purchaser of land so sold.

7 and 8. It is true that the treasurer under the acts referred to is a ministerial and not a judicial officer, but the said acts did not bind him to receive the redemption money for the land so sold under the facts severally above set forth. The decision of the county treasurer cannot affect the legal rights, either of the owner or purchaser, and he has no authority to determine in whom the title or ownership of such lands so sold and offered to be redeemed is vested. But before he receives the redemption-money it is his duty to satisfy himself that the person tendering it is either owner or agent, or attorney for the owner.

9. If lands are so sold and a county treasurer refuses to receive the redemption-money from a person duly authorized to tender it, it is not necessay to make an actual tender of it.

10 and 11. In substance these instructions have already been given to the jury, but I repeat them in the language of the plaintiff's counsel.

12. The court instruct you on this point as requested by the plaintiff's counsel. Its application however to the case before you must be tested by the facts connected with it and given in evidence. The county tax, for which in part the land in question was sold, was assessed prior to the 26th of March, 1825, the date of the deed of partition to which Robt. Quay is a party. But it appears from the certificate of the supervisor of roads, that the assessment for the road tax on the land in dispute was made the 22d of April, 1825, and filed in the proper office the 3d of May following, after Robert Quay and wife had parted with all their interest in the land. And by the act of assembly for the sale of unseated lands for taxes, unseated land may be sold for

any part of the taxes due. This land being therefore sold for the arrearages of tax as well as for the assessment made before the execution of the deed of partition, Robt. Quay could have no legal right derived from his having been once part owner of it, to tender *all* the taxes due for the purpose of redemption.

Filed June 8th, 1833.

DEFENDANT'S POINTS.

(*Defendant's Points to Court.*)

WOLCOTT
vs.
HEPBURN.

The counsel for defendant respectfully requests the court to charge the jury.

1. That if from the testimony disclosed they believe that Oliver S. Wolcott was not a citizen of the state of Connecticut on the 22d September, 1830, but had lost his domicil then, the plaintiff cannot recover.

2. That from the testimony disclosed the taxes for which the land was sold were assessed, and that the deed from the treasurer to the defendant, on the *face of it*, vests in him a complete title to the land in controversy.

3. That under the 4th section of the act of the 13th March, 1815, when lands have been sold for taxes, none but the owner, or his agent duly authorized, can redeem the land; and any offer made by a stranger and without authority from the owner to redeem lands so sold, would not affect the title of the purchaser at treasurer's sale.

4. That if the jury believe the testimony of Joseph F. Quay, of Robert Quay, sen., and Robert Quay, jun., they were neither of them the agents of Jacob Fox, under whom the plaintiff claims, when Robert Quay, jun. called upon William Harris, the treasurer, in May, 1828, to attempt to redeem the tract of land in dispute, therefore plaintiff cannot recover.

5. That if the jury believe the testimony of William Harris, and what he has testified to in relation to the declarations of Jacob Fox when he saw him in Philadelphia, in March, 1828, and in Williamsport, Oct. 1828, neither of said Quays were the agent of Jacob Fox, nor can the plaintiff set up their acts now to defeat the defendant's title.

6. That if the jury believe that the Quays made the offer to redeem, through Robert Quay, jun., for their own benefit, all the acts of Robert Quay, jun., in relation to the redemption are void as it regards the present deft., and does not destroy his treasurer's title.

7. That if the jury believe that Robert Quay made the offer to redeem under a mistaken supposition that he was the owner, or had an interest therein, and when he discovered the mistake disclaimed any further act, such offer to redeem cannot affect the title of the deft. as purchaser at treasurer's sale.

A. V. PARSONS, } Attys. for
F. C. CAMPBELL, } deft.

7 June, 1833.

ANSWERS OF THE COURT TO DEFT.'s POINTS.

(*Answers of Court to Deft.'s Points.*)

Answers have been given to the 2d and 3d points in the charge. To the first it is answered:

"That if it should appear from the testimony that Oliver S. Wolcott, lessee of the plff., was a citizen, and domiciled in the state of Pennsylvania, on the

25 of Sept., 1830, when this suit was brought, this court has no jurisdiction," and the plaintiff cannot recover.

The remaining points of the defendant are for the consideration of the jury.

Filed June 8th, 1830.

Be it remembered, that in the term of October, *anno Domini* one thousand eight hundred and thirty, came Jacob Dubois, a citizen of the *the* state of New York, lessee of Oliver S. Wolcott, a citizen of the state of Connecticut, into the district court of the United States for the western district of Pennsylvania, and impleaded James Graham, a citizen of the state of Pennsylvania, with notice to Andrew D. Hepburn, a citizen of the state of Pennsylvania, in a certain action of ejectment in which the said plaintiff declared (pro ut narr.), and the said defendant pleaded (pro ut pleas); and thereupon issue was joined between them (pro ut record).

And afterwards, to wit, at a sessions of the said court, held at the district aforesaid, on the sixth day of June, *anno Domini* one thousand eight hundred and thirty-three, the aforesaid issues between the said parties came to be tried by a jury of the said district for that purpose duly impannelled (pro ut list of jurors), at which day came as well the said plaintiff as the said defendant by their respective attorneys; and the jurors of the jury aforesaid impannelled to try the said issues being also called, came, and were then and there in due manner chosen and sworn, or affirmed to try the said issues; and upon the said trial, the counsel of the said plaintiff, to sustain the issue on his part, produced and gave in evidence,

An exemplification of a patent, dated the 30th day of April, A. D., 1796, from the commonwealth of Pennsylvania to Joseph Fearon. Pro ut the exemplification of the said patent hereunto annexed.—Page 19.

The Commonwealth of Pennsylvania: To all to whom these presents shall come, greeting:

Know ye, that in consideration of the moneys paid by Joseph Fearon into the receiver-general's office of this commonwealth at the granting of the warrant hereinafter-mentioned, and of the sum of four shillings and sixpence, lawful money, now paid by him into said office, there is granted by the said commonwealth unto the said Joseph Fearon, a certain tract of land called White Oak Bottom, situate above Lick-run in the late purchase, formerly Northumberland, now Lycoming county, beginning at a white oak, thence by land of John Graham north fifty degrees, west one hundred and eight perches to a white oak, thence by the same and land of said Fearon north twenty degrees, east three hundred and twenty perches to a dogwood, thence by land of Robert and William Wilson south seventy degrees, east seventy-seven perches and a half to a post, thence by land of James Hepburn south two hundred and sixty perches to a dogwood, and thence by vacant land south fifty-two degrees, west one hundred and twenty-six perches to the beginning, containing two hundred and fifty-four acres, and allowance of six per cent for roads, &c. which said tract was surveyed in pursuance of a warrant No. 5615, dated the 19 April, 1794, granted to the said Joseph Fearon, with the appurtenances: to have and to hold the said tract or parcel of land, with the appurtenances, unto the said Joseph Fearon and his heirs, to the use of him, the said Joseph Fearon, his heirs, and assigns for ever, free and clear of all restrictions and reservations as to mines, royalties, quit-rents, or otherwise, excepting and re-

serving only the fifth part of all gold and silver ore for the use of this commonwealth, to be delivered at the pit's mouth clear of all charges.

In witness whereof, Thomas Mifflin, governor of the said commonwealth, hath hereto set his hand, and caused the state seal to be hereunto affixed, the thirtieth day of September, in the year of our Lord one thousand seven hundred and ninety-six, and of the commonwealth the twenty-first.

THS. MIFFLIN. [SEAL.]

Attest: JAMES TRIMBLE, Dept. Secy.
Enrolled the 26 day of November, 1796,

I do certify that the within is a copy of a patent recorded in patent book P, vol. 30, page 141, remaining in the office of the secy. of the land-office of Penna.

In witness whereof, I have hereunto set my hand, and caused the seal of said office to be affixed at Harrisburg, this 30th day of May, 1833.

R. M'CRAIN,
Deputy Secy. Ld. Office.

And the said plaintiff, further to sustain the issue on his part, gave in evidence the deposition of James Fearon, pro ut a copy of the said deposition hereunto annexed (so far forth as the said deposition goes to prove the pedigree of the Fearon family).—Page 23.

And the said plaintiff, further to sustain the issue on his part, gave in evidence the following deeds and documents, viz:—

A deed of partition, dated the 26th day of March, A. D. 1825, between the heirs of William Fearon and the heirs of Abel Fearon, pro ut a copy of the said deed hereunto annexed.—Page 29.

A power of attorney, dated 25th June, 1828, from Christopher Scarron and wife to Nathaniel Nunnerly and Jacob Fox, pro ut a copy of the said power of attorney hereunto annexed.—Page 39.

A ratification and confirmation of the above power of attorney; said ratification being endorsed upon the original power, and dated the 8th day of September, A. D. 1832, pro ut the copy of the said ratification and confirmation hereunto annexed.—Page 45.

A deed of partition, dated the 13th day of November, A. D. 1827, from Joseph Fearon, and Christopher Scarron and wife, to Jacob Fox and wife, pro ut the copy of the said deed hereunto annexed.—Page 59.

A deed, dated the 16th day of April, A. D. 1830, from Jacob Fox and wife to Benjamin E. Valentine, pro ut a copy of the said deed hereunto annexed.—Page 73.

A deed, dated the 21st day of April, A. D. 1830, from Benjamin E. Valentine and wife to Matthew C. Ralston, pro ut a copy of said deed hereunto annexed.—Page 77.

A deed, dated the 11th day of September, A. D. 1830, from Matthew C. Ralston and wife, to Oliver S. Wolcott, pro ut a copy of the said deed hereunto annexed.—Page 81.

In the district court of the United States, for the western district of Pennsylvania, at Williamsport, it is thus contained, to wit:

JACOB DUBOIS, a citizen of the state of New York, lessee of Oliver S. Wolcott, a citizen of the state of Connecticut,
vs.
JAMES GRAHAM, a citizen of the state of Pennsylvania, with notice to Andrew D. Hepburn.

Ejectment of October term, A. D. 1830, No. 3.

And now, to wit, April 26th, 1832, counsel for plaintiff and deft. enter a mutual rule to take depositions of witnesses in the city and county of Philadelphia, and agree that the prothonotary of the district court of the city and county of Philadelphia be a commissioner to take the deposition of witnesses for both parties, in the same manner, that the prothonotary of the western district of Penna., by the rules of said court, are now commissioners, and the rule to issue in the same form, except it is agreed that interrogatories shall *shall* be filed at least ten days in the clerk's office before the rule as aforesaid issues, in order that the opposite party may file cross interrogatories if he thinks proper; of which filing verbal notice above shall be given and accepted by the counsel subscribing the agreement. No time and place of taking the depositions are to be designated.

F. C. CAMPBELL,
Atty. for Deft.

(Signed)

J. B. ANTHONY,
Atty. for Plff.

Filed April 20, 1832.
To JAMES ARMSTRONG, Esq.
Clerk of said Court.

Interrogatories to be put by the plff. to Jacob Fox and other witnesses, whose names are now to him unknown, to be produced and examined in pursuance of a rule entered for the purpose, &c., in the clerk's office.

1st. Do you know Andrew D. Hepburn, defendant in the above suit; if so, how long have you known him?

2d. Were you acquainted with a certain Joseph Fearon, tallow chandler, formerly of the city of Philadelphia; whether is he still living or dead; if dead, about what time did he die; who are his heirs and legal representatives? state their names and places of residence; if any them are females, state whether they are married or not, and to whom; set forth the facts fully and at length.

3. Had you or had you not any conversation with Andrew D. Hepburn, relative to a tract of land in Lycoming county, surveyed by virtue of warrant, in the names of Joseph Fearon, No. 5614, and containing about 254 acres? if so, state when and where the said conversation took place; did he speak of any taxes due on the said tract; did he say the land had or had not been sold for taxes; if sold, did he state the purchaser and whether the amount of taxes, costs, and per centage had or had not been tendered to redeem the land; if the same were tendered, by whom and at what time the tender was made? set forth fully the whole conversation and at large, as if particularly interrogated thereto.

4th. Had you or not a second conversation with Andrew D. Hepburn about said tract of land, No. 5615; if so, state the time and place; whether or no did he offer you other land for said tract, and what land did he offer; was any thing said about a vein of coal; if so, state what was said; did he or not give you up and relinquish his claim to the tract No. 5615? declare the truth of the several matters contained in the interrogatory, to the best of your knowledge.

5th. Who had the care of the tract of land No. 5615, previous to its sale for taxes, and for how long a period; when did you become the owner of said tract; when did you first ascertain that it had been sold for taxes, and from whom was the information derived; when was a division made of the lands belonging to the heirs of Joseph Fearon; to whom was tract No. 5615 allotted; who informed you that Robert Quay, Esq. had tendered the redemption money for said tract, after its sale for taxes; what did he say about the said tender? state the whole truth at length.

6th. Had you or had you not any contract with Andrew D. Hepburn, for the sale to him of tract No. 5615; if so, set forth the terms thereof; was or was not said contract rescinded and annulled?

7th. Had you or had you not any conversation with a certain Matthew M'Reynolds relating to said tract; if so, state the same fully? state whether he offered you a paper, and tendered you any money on an alleged contract between you and Andrew D. Hepburn for the purchase and sale of said tract.

8th. Did you or did you not sell the said tract to Benjamin E. Valentine, of Philadelphia; if so, state when you sold it; whether you have any interest in said tract or not; whether a deed has been made or not? set forth the facts at large in relation to the said sale, and particularly whether or no you are interested in the event of the suit in which these interrogatories are filed.

9th. Look upon the paper marked A, dated October 13th, 1832; state whether or not it is the copy of a receipt signed by Andrew D. Hepburn; if so, state whether the original receipt was exhibited by you to him, and what he said in relation thereto; is or is not the original receipt lost; have you or not made repeated searches for the said original; can you or not find it; in whose hands did you last see it; when you first saw the receipt, did you or not know that the Crawford and Lyon tract was your own land?

10. Do you know of any other matter that may tend to the advantage of the said plaintiff in this cause? if yea, declare the same as if you had been thereto particularly interrogated.

May 5, 1832. J. B. ANTHONY,
Filed 5th May, 1832. Atty. for Plff.

Cross interrogatories to be put to Jacob Fox, a witness named on the part of the plaintiff, and other witnesses by him to be called. And the said defendant, protesting that the said Jacob Fox is an incompetent for the plaintiff, averring that he is interested in the event of this suit, and reserving to himself all and every objection to his competency, and also to the interrogatories filed and proposed to be put by the plaintiff to said Fox, and other witnesses, as being improper, irregular, and illegal, proceeds to put the following interrogatories, which said defendant desires may not be considered of effect, unless the court should decide the witness is competent.

(*Interrogatories by defendant.*)

1st. Do you hold a mortgage on the tract of land in dispute in this ejectment, No. 5615, and what portion of the purchase-money was paid to you, at the time of your sale of said tract to one Valentine?

2. Have you any other security, either by article of agreement or by bond, single bill, or note, from Valentine Wolcott or Mathew C. Ralston, for the purchase-money of said tract of land, or any other assurance for the same, than a mortgage?

3. Did you ever authorize Robert Quay, Esq. of Lycoming county, Joseph F. Quay, or Robert Quay, jun. to tender the taxes and costs to the treasurer of said county, for the land in dispute?

4. Have you not said that you never authorized either of said Quays to redeem the tract of land in dispute?

5. Had you, or the heirs of Joseph Fearon, any agent in this county for your lands, if so, who; and were either of the Mr. Quays, ever constituted your agent?

6. When did you first see Andrew D. Hepburn, where, in what month, and in what year?

7. Was you ever in Williamsport, Lycoming county, at any time in your life, except in October, A. D. 1828?

8. Did you ever see Andrew D. Hepburn until the day before you started for Lycoming county, in October, 1828, in company with Nathaniel Nunnally?

9. Did you not inform Benjamin E. Valentine at the time you sold the tract in dispute to him, that A. D. Hepburn the defendant had a claim to the same?

F. C. CAMPBELL, } Attys. for deft.
A. V. PARSONS. }

May 7, 1832.

Filed, May 8, 1832.

UNITED STATES,
Western District of Pennsylvania, } *sct.*

[L. S.] I certify the foregoing to be a true copy of the rule, and of the interrogatories filed by the parties in pursuance thereof, in the above mentioned case.

In testimony whereof, I have hereto set my hand, and affixed the seal of the said court, at Williamsport, this 14th day of May, 1832.

JAMES ARMSTRONG, Clerk.

The execution of this commission appears in a certain schedule hereunto annexed: so answers

JOHN LISLE, Commissioner.

May 26, 1832.

Depositions of witnesses, produced, sworn, or affirmed, and examined on the twenty-sixth day of May, in the year of our Lord one thousand eight hundred and thirty-two, at the prothonotary's office of the district court for the city and county of Philadelphia, at Philadelphia, by virtue of a commission issuing from the district court of the United States for the western district of Pennsylvania, at Williamsport, to the prothonotary of the said district court, for the city and county of Philadelphia, directed for the examination of witnesses, in a certain cause depending in the said district

court of the United States, &c., wherein Jacob Dubois, a citizen of the state of New York, lessee of Oliver S. Wolcott, a citizen of the state of Connecticut, is plaintiff, and James Graham, a citizen of the state of Pennsylvania (with notice to Andrew D. Hepburn), is defendant.

James Fearon, aged fifty-one years, and upwards, of the City of Philadelphia, tallow-chandler, being produced, sworn, and examined on the behalf of the plaintiffs, deposeth as follows:—

1. To the first interrogatory, on the part of the plaintiff, he answers as follows: that he only knows Andrew D. Hepburn, the defendant, in consequence of having some years since, viz. in October, 1812, paid to him taxes due upon the estate of Joseph Fearon, deceased.

2. To the second interrogatory, on the part of the plaintiff, he answers: that he was acquainted with a certain Joseph Fearon, tallow-chandler, formerly of the city of Philadelphia; that the said Joseph Fearon is dead; that he died in city of Philadelphia, on or about the fifth day of April, 1810, intestate and without issue; that the heirs and legal representatives of the said Joseph Fearon, deceased, are the children of his brothers Abel Fearon and William Fearon, both of which said brothers died in the lifetime of the said Joseph Fearon; that the said children of the said Abel Fearon are, as follows:—

First. Robert Fearon, residing formerly in the city of Philadelphia, and since deceased.

Second. Joseph Fearon, residing, as deponent understands and believes, in Northumberland county, Pennsylvania.

Third. Sarah Fearon, since intermarried with Christopher Scarrow, residing, as deponent believes and understands, in England, at or near a place called Cockermouth, Northumberland.

Fourth. Elizabeth Fearon, since intermarried with Jacob Fox, residing in Southwark, near Philadelphia.

That the said children of the said William Fearon are, as follows:—

First. John Fearon, residing formerly in Centre county, Pennsylvania, and since deceased.

Second. William Fearon, residing in Centre county, Pennsylvania.

Third. James Fearon, this deponent, residing in the city of Philadelphia.

Fourth. Sarah Fearon, since intermarried with Robert Quay, residing in Lycoming county, Pennsylvania.

Fifth. Nancy Fearon, since intermarried with Samuel Brown, residing in Centre county, Pennsylvania.

3. To the third interrogatory on the part of the plaintiff, he answers,

That he knows nothing of the matters therein contained, and that he cannot answer thereto.

4. To the fourth interrogatory on the part of the plaintiff, he answers,

That the knows nothing of the matters and things therein contained, and that he cannot answer thereunto.

5. To the fifth interrogatory on the part of the plaintiff,

That the deponent was the administrator of the estate of Joseph Fearon, deceased, and paid some taxes on the unseated lands belonging to him. The heirs were much scattered, and some of them abroad. It was understood that those, who from their situation could most conveniently do so, would look after the unseated lands in their neighbourhood. To the residue of the said interrogatory, the deponent cannot answer, and knows nothing.

6, 7, and 8. To the sixth, seventh, and eighth interrogatories on the part of the plaintiff,

That he knows nothing of the matters and things therein severally contained, and that he cannot answer thereunto.

9. To the ninth interrogatory on the part of the plaintiff,

That the original receipt, dated October 13, 1812, is not lost, and that he last saw the said original receipt in the hands for the counsel for the plaintiff. —That to the residue of the said interrogatory the deponent cannot answer, and knows nothing.

10. To the tenth interrogatory on the part of the plaintiff,

That he knows nothing further than he has already stated, and that he cannot answer thereunto.

To the interrogatories on the part of the defendant, the said deponent doth depose and say,

1. To the first interrogatory on the part of the defendant,

That he hath no such mortgage, and that he never conveyed the said tract of land to the said Valentine.

2. To the said interrogatory on the part of the defendant,

That he has no such security or assurance.

3. To the third interrogatory on the part of the defendant,

That he knows nothing of the matters therein contained, neither can he answer the same further than is set forth in his answer to the fifth interrogatory on the part of the plaintiff.

4. To the fourth interrogatory on the part of the defendant,

That he hath not so said.

5. To the fifth interrogatory on the part of the defendant,

That he knows nothing of the matters therein contained, neither can he answer the same further than set forth in fifth answer to fifth interrogatory on the part of the plaintiff.

6. To the sixth interrogatory on the part of the defendant,

That he first saw Andrew D. Hepburn on the 13th October, 1812.

7. To the seventh interrogatory on the part of the defendant,

That he passed through Williamsport, Lycoming county, about thirty years ago, but was not there in October, 1828.

8. To the eighth interrogatory on the part of the defendant,

That he never remembers to have seen Andrew L. Hepburn, except on the 13th October, 1828.

9. To the ninth interrogatory on the part of the defendant,

That he did not, never having made any such sale.

JAMES FEARON.

Sworn and subscribed before me, May 26, 1832.

JOHN BINNS, Ald.

Sworn and subscribed (also the said deposition having been taken from the mouth of said witness in my presence, and in the presence of Edward D. Ingraham and Benjamin Tilghman, Esq., who attended on behalf of the plaintiff and defendant respectively), before me,

JOHN LISLE, Commissioner.

May 26th, 1832.

Whereas Joseph Fearon, late of the city of Philadelphia, tallow-chandler, died intestate on the twenty-fifth day April, one thousand eight hundred and ten, seized and possessed of the hereinafter described real estate, leaving neither widow nor lawful issue, but the children of his brothers William

Fearon and Abel Fearon, who are the legal heirs and representatives of the said Joseph Fearon. Now know ye, that Robert Quay and Sarah his wife late Sarah Fearon, of Lycoming county, in the state of Pennsylvania, James Fearon and Ellen Maria his wife, of the city of Philadelphia, Samuel Brown and Ann his wife late Ann Fearon, of Centre County, in the state aforesaid, and William Fearon and Ann his wife, of Centre county, and state aforesaid, the heirs and legal representatives of William Fearon, deceased, for and in consideration of a quantity of land estimated in value equal to that hereinafter described, to be conveyed by a like release executed by the heirs and legal representatives of Abel Fearon, deceased, and for the sum of one dollar to them in hand, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have remised, released, and for ever quitclaimed, and by these presents do, for themselves and their heirs, remise, release and for ever quit-claim, unto Joseph Fearon, of the county of Philadelphia, tallow-chandler, Elizabeth Fearon, of Bothel, in the county of Cumberland, England, and Christopher Scarrow and Sarah his wife late Sarah Steel, widow, formerly Sarah Fearon of Cockermouth, in the county of Cumberland England, heirs and legal representatives of Abel Fearon, deceased, and to their heirs and assigns forever; all the estate, right, title, interest, property, claim and demand whatsoever, of them, the said James Fearon and Ellen Maria his wife Samuel Brown and Ann his wife, and William Fearon and Ann his wife, and Robert Quay and Sarah his wife, of, in, or to the following tracts or pieces of land with the appurtenances, to wit: all that certain tract of land, called "Spring Grove," situate in Buffaloe township, Northumberland, now Union county, in the state of Pennsylvania, containing one hundred and twenty-nine acres thirty-three perches and allowance, surveyed in pursuance of an application, No. 950, entered 3d April, 1769, by Daniel Rees, who by deed dated 26th February, 1780, conveyed the same to John Vanderen jun., who by deed dated 1st March, 1780, conveyed the same to Henry Emanuel Sutterloh, who by deed dated 26th May, 1783, conveyed the same to Bartholomew Van Heer, who by deed dated 1st July, 1784, conveyed the same to Alexander Power, who by deed endorsed dated 13th August, 1794, conveyed the same to the said Joseph Fearon, deceased, for whom a warrant of acceptance issued 25th August 1794, and patented to Joseph Fearon aforesaid, deceased, on the 10th day of September, 1794, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 21, page 525: also a certain other tract of land called "Quinsborough," situate in Nepanase township, now Lycoming county, in the same state, containing four hundred and forty acres, one hundred perches, and allowance, surveyed in pursuance of a warrant dated 7th April, 1794, granted to Samuel Quinn, who by deed dated 25th April 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania in patent book No. 28, page 105: also, a certain other tract of land called "Brownfield," situate in the waters of M'Elhattoris Run, formerly Northumberland, now Lycoming county, in the state aforesaid, containing ninety-nine acres, one hundred and fifty-nine perches and allowance, surveyed in pursuance of a warrant dated 7th April, 1794, granted to William Brown, who by deed dated 18th May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 29th day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 27, page 466: also a certain other tract of land, called "Fairfield," situate in Saltsman Run, about one mile from the Susquehannah, in the late purchase, Northumberland, now Lycoming county, in the

state aforesaid, containing two hundred and eighty-six acres and one hundred and five perches and allowance, surveyed in pursuance of a warrant, No. 837, granted to the said Joseph Fearon, deceased, dated the 15th June, 1787, and patented to the said Joseph Fearon, deceased, on the 24th day of July, 1788, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 14, page 238: also a certain other tract of land called "Rabit Borough," situate about three quarters of a mile west of Lycoming creek, and about four miles from the mouth of said creek, in the late purchase, district No. 1, in Northumberland, now Lycoming county, in the state aforesaid, containing one hundred and seventy-two acres forty two perches and allowance, surveyed in pursuance of three warrants, No. 3694, No. 3695, and No. 3696, all dated the 28th January, 1793, granted to Alexander Power, who by deed dated 7th May, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, the 28th day of May, 1794, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 22, page 37: also a certain other tract of land, called the "Hunter's Fancy," situate about two miles west of Pine Creek in the late purchase, District No. 1. Northumberland, now Lycoming county, in the state aforesaid, containing three hundred forty-four acres and allowance, surveyed in pursuance of a warrant, No. 636, dated 26th of September, 1785, granted to James Crawford and Robert Lyon, and the said James Crawford by deed dated 1st March, 1794, conveyed his part to said Robert Lyon, who by deed dated 4th March, 1794, conveyed the same to said Alexander Power, and patented to the said Alexander Power, on the 28th day of May, 1794, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 22, page No. 38, and which said tract of land, the said Alexander Power and Margaret his wife, by indenture, bearing date the 21st day of August, 1794, recorded in the office for recording of deeds in and for the county of Lycoming, in book 1, page 198, &c., granted and conveyed unto the said Joseph Fearon, deceased: also a certain other tract of land called "Plainfield," situate on Whitman's Run, in Lycoming county, in the state aforesaid, containing three hundred eighty acres one quarter and allowance, surveyed in pursuance of a warrant, dated 7th April, 1794, granted to Alexander Power, who by deed dated 18th May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, the 30th day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 142: also, a certain other tract of land called "Edinsburg" situate above Saltzman's Run, in the late purchase, formerly Northumberland, now Lycoming county, in the state aforesaid, containing one hundred eleven acres one hundred and sixty five perches and allowance, surveyed in pursuance of a warrant, No. 4843, dated the 3d February, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book, No. 30, page 138: also a certain other tract of land called "Retreat," situate on the waters of Saltzman's Run, in the late purchase, formerly Northumberland, now Lycoming county, in the state aforesaid, containing three hundred sixty-five acres one hundred and thirty six perches and allowance, surveyed in pursuance of a warrant, No. 5612, dated 17th April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book, No. 30, page 139: also a certain other tract of land called "Belvoir," situated on the waters of Saltzman's Run, in the late purchase, formerly

Northumberland, now Lycoming county, in the state aforesaid, containing three hundred sixty-seven acres and one hundred thirty-eight perches and allowance, surveyed in pursuance of a warrant, No. 5613, dated the 17th of April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 137: also, a certain other tract of land called "White Oak Bottom," situate above Lick Run, in the late purchase, formerly Northumberland, now Lycoming county, in the state aforesaid, containing two hundred fifty-four acres and allowance, surveyed in pursuanee of a warrant, No. 5615,dated the 19th April, 1794, granted to the said Joseph Fearon, deceased, and patented, to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 30, page 141: also, a certain other tract of land, called "White Oak Swamp," situate in the waters of Furney's Run, in the late purchase, formerly Northumberland, now Lycoming county, in the state aforesaid, containing nine hundred and ninety acres, seventy-four perches and allowance, surveyed in pursuance of a warrant, No. 4840, dated the 1st of February, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 30, page 137: also, a certain other tract of land, called "Eglantine," situate in Northumberland, now Lycoming county, in the state aforesaid, containing three hundred sixty-nine acres and allowance, surveyed in pursuance of a warrant, dated the 3d of February, 1794, granted to Mary Fearon, who by deed dated the 22d of May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 6th day of October, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 30, page 142: also a certain other tract of land called "Union," situate in Lycoming county, in the state aforesaid, containing four hundred and twenty-four acres one half and allowance, surveyed in pursuance of a warrant, dated 7th of April, 1794, granted to Robert Taylor, who by deed dated 24th of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 103: also a certain other tract of land called "Bedford," situate in Lycoming county, in the state aforesaid, containing four hundred fifty-nine acres one hundred and fifty-three perches and allowance, surveyed in pursuance of a warrant, dated 7th of April, 1794, granted to Jane Nelson, who by deed dated 22d of February, 1776, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 29th day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 27, page 468: also a certain other tract of land called "Hemphill," situate in Lycoming county, in the state aforesaid, containing three hundred and seventeen acres, one hundred and thirty-six perches and allowance, surveyed in pursuance of a warrant dated 7th of April, 1794, granted to Rachel M'Carter, who by deed dated 22d of April, 1796, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 28th day of April, 1796, inrolled in rolls' office for the state of Pennsylvania, in patent book No. 28, page 142: also a certain other tract of land called "Pittsburg," situate on the waters of Whitman's Run, in Lycoming county, in the state of Pennsylvania, containing three hundred and eight acres an half and allow-

ance, surveyed in pursuance of a warrant dated the 7th of April, 1794, granted to Margaret Powers, who by deed dated 19th of May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 27th day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28. page 141: also a certain other tract of land called "St. James's," situate in Lycoming county, in the state aforesaid, containing four hundred and twenty-three acres three quarters and allowance, surveyed in pursuance of a warrant dated 7th of April, 1794, granted to James M'Donald, who by deed dated 24th of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 104: Also a certain other tract of land called "St. Matthew's," situate in Lycoming county, in the state aforesaid, containing three hundred and thirty acres and allowance, surveyed in pursuance of a warrant dated 7th April, 1794, granted to Mathew Hand, who by deed dated 24th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 107: also a certain other tract of land, called "Karchersburgh," situate on Dick's run, formerly Northumberland, now Lycoming county, in the state aforesaid, containing four hundred and twenty-seven acres and a quarter and allowance, surveyed in pursuance of a warrant granted to Ludwig Karcher dated the 17th of December, 1784, and patented to the said Ludwig Karcher the 2d day of July, 1787, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 11, page 5, being the same tract of land which Ludwig Karcher and Mary his wife, by indenture bearing date the 11th day of May, 1796, recorded in the office for recording of deeds, in and for Centre county, in book C, page 396, &c., granted and conveyed unto Joseph Fearon, aforesaid, deceased: also a certain other tract of land called "Williamsburg," situate in Centre county, formerly Northumberland, in the state aforesaid, containing four hundred and twenty-five acres, and allowance, surveyed in pursuance of a warrant granted to William Cooper, dated 7th April, 1794, who by deed dated 24th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 104: also a certain other tract of land, called "Richland," situate in Centre county, formerly Lycoming in the state aforesaid, containing three hundred and twenty acres, one hundred and twenty-eight perches, and allowance, surveyed in pursuance of a warrant dated 7th of April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled the rolls' office for the state of Pennsylvania, in patent book No. 28, page 106: also a certain other tract of land called "St. George's," situate in Centre county, formerly Lycoming, in the state aforesaid, containing three hundred and twenty acres, one hundred and twenty-eight perches, and allowance, surveyed in pursuance of a warrant dated 7th day of April, 1794, granted to George Kitts, who by deed dated 24th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 108: also a certain other tract of land called "Friendship," situate in district

No. 4, late purchase, formerly Lycoming county, now Clearfield county, in the state aforesaid, containing five hundred eighteen acres and seventy-six perches and allowance, surveyed in pursuance of a warrant, No. 5681, dated the 18th day of September, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon deceased, on the 27th day of April, 1797, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 33, page 41: also a certain tract or parcel of land, situate on the branches of Hughes's river in the county of Harrison, in the state of Virginia, containing two hundred acres, being part of a tract of land containing ten thousand acres, granted to Thomas Procter, by patent bearing date 21st day of March, 1786, the said two hundred acres being marked upon a general plan or map of the said ten thousand acres, No. 2481, which said tract of land, by indenture bearing date the 15th day of January, 1789, the said Thomas Procter and Mary his wife, granted and conveyed to the said Joseph Fearon, deceased: also two certain lots or pieces of ground, situate in the town of Lewisborough, in the county of Union, in the state of Pennsylvania, one of them marked No. 15, in the general plan of said town, situate on the south side of Market-street, between Third and Fourth streets, which said lot by indenture bearing date the 28th day of April, 1789, Mathias Joseph Ellinklingsen and Clara Helena his wife, granted and conveyed to Bartholomew Van Heer, recorded in the office for recording of deeds, in and for the county of Northumberland, in book D, page 415, reference being thereunto had will more fully appear; and being the same lot, which by indenture bearing date the 13th day of August, 1794, the said Bartholomew Van Heer and Elenora his wife, granted and conveyed to Joseph Fearon aforesaid, deceased. And the other of the said lots No. 66, situate in the said town of Lewisborough, on the east side of Front-street, and north side of St. John's-street, containing in breadth, north and south, sixty-six feet, and in length or depth, east and west, one hundred and fifty-seven feet six inches, bounded southward by St. John's-street aforesaid; eastward by Plum Tree-alley, fifteen feet wide; northward by lot No. 67; and westward by Front-street aforesaid, which said lot of ground, by indenture bearing date the 10th day of June, 1786, George Darr, only son and heir of Lewis Darr, granted and conveyed to David Trimble and John Trimble, which said lot of ground the said David Trimble and John Trimble, not accepting by indorsement made on the aforesaid deed, the said George Darr assigned all his right and title to the said lot to Mathias Joseph Ellinklingsen, which said deed is recorded in the office for recording of deeds, in and for the county of Northumberland, in book D, page 413, and being the same lot, which by indenture bearing date the 12th day of January, 1789, the said Mathias Joseph Ellinklingson, and Clara Helena his wife, granted, and conveyed to Bartholomew Van Heer, recorded in the office for the recording of deeds, in and for the county of Northumberland, in book D, page 414; and which said lot by indenture, bearing date the 13th day of August, one thousand seven hundred and ninety-four, the said Bartholomew Van Heer and Elenora his wife, granted, and conveyed to the said Joseph Fearon, deceased: also a certain other tract of land situate in Beaver county, in the state aforesaid, surveyed in the name of William Brooks, junior, in Donation district No. 1, survey numbered 169, containing two hundred and fifty acres, being the sixth tract north of the south boundary line of the district, and the second tract east of the boundary line between the state aforesaid and the state of Ohio, bounded by surveys numbered 1765, 1766, 1767, 1762, 173, 1765, and 85: also a certain other tract of land

situate in Butler county, in the state of Pennsylvania, surveyed in the name of Robert Wilson, in Donation district No. 2, survey number 369, containing two hundred acres more or less, being on the south side of Slippery Rock Creek, and bounded by numbers 368, 367, 38, and 381; and a certain other tract of land called Derry, situate in Lycoming county, in the state aforsaid, containing two hundred and seventy-two acres and allowance, surveyed in pursuance of a warrant granted to William Power, who by deed dated the 6th May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, the 17th day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 27, page 467: to have and to hold the said tracts of land, lots, and premises above described, unto the said Joseph Fearon, Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, their heirs and assigns, to the only proper use and behoof of them the said Joseph Fearon, Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, their heirs, and assigns, forever; so that neither Robert Quay, Sarah his wife, James Fearon, and Ellen Maria his wife, Samuel Brown and Ann his wife, and William Fearon and Anne his wife, nor their heirs, nor any other person or persons, for them, or in their names, or right, shall, or may by any ways or means whatsoever, at any time hereafter, claim, challenge, or demand any estate, right, title, or interest, of, in, or to the said tracts of land, lots, and premises, or any part thereof, but from all and every action and actions, estate, right, title, interest, property, claim, and demand, of, in, or to the said premises, or any part or parcel thereof, they and every of them shall be forever barred by these presents; and the said Robert Quay and Sarah his wife, James Fearon and Ellen Maria his wife, Samuel Brown and Ann his wife, and William Fearon and Ann his wife, and their heirs, the said tracts of land, lots of ground, hereditaments, and premises, with the appurtenances, to the said Joseph Fearon, Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, their heirs and assigns, against them the said Robert Quay and Sarah his wife, James Fearon and Ellen Maria his wife, Samuel Brown and Ann his wife, and William Fearon and Anne his wife, and their heirs shall and will warrant and forever defend.

In witness whereof, the said parties have hereunto set their hands and seals, this twenty-sixth day of March, one thousand eight hundred and twenty five.

ROBERT QUAY. [SEAL.]
SARAH QUAY. [SEAL.]

Signed, sealed, and delivered, in the presence of us,

JAMES FEARON, [SEAL.]
ELLEN MARIA FEARON, [SEAL.]
SAML. BROWN, [SEAL.]
ANN BROWN, [SEAL.]
WM. FEARON, [SEAL.]
ANNE FEARON, [SEAL.]

FRANCIS RUSSELL, JAMES SCRAVENDYKE, } by James Fearon and Ellen Maria Fearon.

M. ALLISON, JOSEPH M. FOX, } by Samuel Brown and Ann Brown.

THOMAS HAYS, JOSEPH M. FOX, } by Robert Quay and Sarah his wife.

JAMES CRAWFORD, JOSEPH M. FOX, } by William Fearon and Anne Fearon.

The words "and Mary his wife," in the third page and fourth line from the bottom, being first interlined

Lycoming County, *ss.*

On the twenty-sixth day of March, A. D. 1825, before me, Joseph F. Quay Esq. one of our justices of the peace in and for Lycoming county, came the within named Robert Quay and Sarah his wife, and severally acknowledged the within written indenture of release to be their act and deed, and desired that the same might be recorded as such, according to law; she the said Sarah being of full age, separate, and apart from her said husband, by me examined, and the full contents thereof made known to her, voluntarily consenting thereto.

In testimony whereof, I have hereunto set my hand and seal, the day and year aforesaid. JOSEPH F. QUAY. [SEAL.]

Centre County, *ss.*

On the twenty-sixth day of March, A. D. 1825, before me, Mathew Allison, one of the justices of the peace in and for the county of Centre, came the within named Samuel Brown and Ann his wife, and severally acknowledged the within written indenture of release to be their act and deed, and desired the same might be recorded as such according to law; she the said Ann being of full age, separate and apart from her said husband by me examined, and the full contents made known to her, voluntarily consenting thereto.

In testimony whereof, I have hereunto set my hand and seal, the day and year aforesaid.

M. ALLISON. [SEAL.]

Centre County, *ss.*

On the twenty-sixth day of March, A. D. 1825, before me, James Crawford, one of our justices of the peace in and for the said county, came the within named William Fearon and Anne his wife, and severally acknowledged the within written indenture of release to be their act and deed, and desired that the same might be recorded as such according to law; she the said Anne being of full age, separate and apart from her said husband by me examined, and the full contents made known to her, voluntarily consenting thereto.

In testimony whereof, I have hereunto set my and seal, the day and year aforesaid.

JAMES CRAWFORD. [SEAL.]

On the twenty-second day of April, A. D. 1825, before me, the subscriber, one of the aldermen of the city of Philadelphia, came the within named James Fearon and Ellen Maria his wife, and severally acknowledged the within written indenture of release, to be their act and deed, and desired that the same might be recorded as such according to law; she the said Ellen Maria, being of full age, separate and apart from her said husband by me examined, and the full contents made known to her, voluntarily consenting thereto.

In testimony whereof, I have hereunto set my hand and seal, the day and year aforesaid. WILLIAM MILNOR. [SEAL.]

Entered in the office for recording of deeds, in and for Centre county, the twenty-sixth day of May, A. D. eighteen hundred and twenty-five, and recorded in deed book G, page 345, &c.

Given under my hand, and seal of said office, at Bellefonte same, day.

M. PETTIT, *Recorder.*

Register's seal of Centre county.

[L. S.] Referred to in my deposition, May 24, 1833.
(Stamp) FR. RODEWALD, jun.
Before
JOHN LISLE, Commisr.

Jonathan Wood, of Cockermouth, in the county of Cumberland, wine merchant, maketh oath and saith, that he, this deponent, was present, and did see Christopher Scarrow, of Cockermouth, in the said county, blacksmith, and Sarah his wife, named in the powers of attorney hereunto annexed, severally marked A and B, on the eighth day of September, one thousand eight hundred and thirty-two, duly sign and seal, and as their act and deed deliver the said powers of attorney hereunto annexed, and that the names of "Christopher Scarrow" and "Sarah Scarrow," set and subscribed to the said powers of attorney, as the parties executing the same, are of the proper hands writing of the said Christopher Scarrow, and Sarah his wife respectively. And that this deponent and Thomas Collins are the subscribing witnesses to the due execution thereof, and that the names Thomas Collins and Jonathan Wood, set and subscribed as witnesses thereto, are of the proper hands writing of the said Thomas Collins and Jonathan Wood.

JONATHAN WOOD.

Sworn to by the said Jonathan Wood, at Cockermouth, in the county of Cumberland, this eighth day of September, in the year of our Lord one thousand eight hundred and thirty-two.
Before me WM. WOOD.
Bailiff and chief magistrate of the borough of Cockermouth, in the county of Cumberland, England.

Lycoming County, *ss.*

Lycoming County, Recorder's Office. } Recorded in the office for recording of deeds, &c., in and for the said county, in letter of attorney, book A, page 57, &c., this tenth day of June, *Anno Domini* 1833.
In testimony whereof, I have hereunto set my hand and official seal, at Williamsport, the day and year aforesaid.

JNO. VANDERBELT.
Recorder of Lg. County.

William Taylor, the younger, of Cockermouth, in the county of Cumberland, gentleman, in that part of the United Kingdoms of Great Britain and Ireland called England, maketh oath and saith, that he, this deponent, was present, and did see Christopher Scarrow, of Cockermouth, in the county of Cumberland aforesaid, and Sarah, the wife of the said Christopher Scarrow, named in the power of attorney hereunto annexed, on the twenty-fifth day of June, one thousand eight hundred and twenty-eight, duly sign and seal, and as their act and deed deliver the said power of attorney hereunto annexed, and the names "Christopher Scarrow," and "Sarah Scarrow," set and subscribed to the said power of attorney as the parties executing the same, are of the proper hands writing of the said Christopher Scarrow, and Sarah, the wife of the said Christopher Scarrow, respectively, and that this deponent and John Fisher, the younger, are the subscribing witnesses to the due execution of the

said power of attorney, and that the names "Jno. Fisher jun., and "Wm. Taylor, jun., set and subscribed as witnesses thereto, are of the proper hands writing of the said John Fisher, the younger, and this deponent, respectively.

WM. TAYLOR, jun.

I do hereby certify that the above named William Taylor, the younger, was duly sworn to the truth of the above affidavit, at the borough of Cockermouth, in the said county of Cumberland, on the twenty-sixth day of June, in the year of our Lord, one thousand eight hundred and twenty-eight, before me, William Wood, attorney-at-law, bailiff, and chief magistrate of the said borough of Cockermouth.

In testimony whereof, I have (pursuant to the statute in that case made and provided) hereunto set my hand and the common seal of the said borough of Cockermouth, this said twenty-sixth day of June, in the year of our Lord one thousand eight hundred and twenty-eight.

WM. WOOD, jun. [SEAL.]
Bailiff and chief magistrate of the borough of Cockermouth.

Centre County, *ss.*

Recorded in the office for recording deeds., &c, in and for the county of Centre, in deed book H, page 19, &c.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said office, at Bellefonte, this tenth day of November, A. D. 1828.

W. PETTIT.
Recorder.

Seal of Centre County, Register's Office.

(A).

To all to whom these presents shall come, Christopher Scarrow, of Cockermouth, in the county of Cumberland, in that part of the United Kingdom of Great Britain and Ireland called England, and Sarah his wife (late Sarah Steel, widow and formerly Sarah Fearon, spinster), and which said Sarah the wife of the said Christopher Scarrow is one of the two daughters of Abel Fearon, late of Bothel, in the parish of Torpenhow, in the said county of Cumberland, yeoman, deceased, who was the brother of Joseph Fearon, late of Walnut, street Philadelphia, in the state of Pennsylvania, United States of America, tallow-chandler and soap-boiler, also deceased, send greeting: whereas the said Joseph Fearon sometime since departed this life intestate, leaving his niece, the said Sarah Scarrow, and Elizabeth, now the wife of Jacob Fox, late of Emerdale, in the said county of Cumberland, but now of No. 140, South Fifth-Street, Philadelphia, in the state of Pennsylvania aforesaid, miller, and his nephew, Joseph Fearon, of Philadelphia aforesaid, tallow-chandler and soap-boiler (the brother of the said Sarah Scarrow and Elizabeth Fox, and also the children of William Fearon, late of the state of Pennsylvania, aforesaid also deceased, the other brother of the said Joseph Fearon deceased), his heirs at law and only next of kin, and as such heirs at law and next of kin of the said Joseph Fearon, deceased, the said Christopher Scarrow and said Sarah his wife (in her right), have together with the said Jacob Fox, and Elizabeth his wife (in her right,) and the said Joseph Fearon, their

said brother, and the children of the said William Fearon, deceased, became seized and possessed of, or otherwise well entitled to divers messuages, lands, tenements, plantations, properties, possessions, and premises, in the said province or state of Pennsylvania, and elsewhere, in the United States of America aforesaid, late the estate of the said Joseph Fearon, deceased, and all other real and personal estate and effects whatsoever which the said Joseph Fearon died possessed of, in certain shares and proportions. And whereas the said Jacob Fox and Elizabeth his wife some time ago left this country and went to, and are now residing in Philadelphia aforesaid, and they the said Christopher Scarrow and Sarah his wife, being minded and desirous to sell, partition, divide, and dispose of all their part, share and proportion, estate and interest whatsoever, of and in the said messuages, lands, tenements, plantations, properties, and possessions, premises, and to convert the same into money and to settle the accounts and affairs of the said Joseph Fearon, deceased, so far as regards them the said Christopher Scarrow and Sarah his wife (in her right), with all, every, or any person or persons whomsoever, and to obtain and receive from all and every person and persons whomsoever, all the debts, sum, and sums of money owing to, and other the real and personal estate and effects of the said Joseph Fearon, deceased, which they the said Christopher Scarrow and Sarah his wife, can or may claim or become entitled unto as aforesaid, and for other good causes and considerations them thereunto moving, they the said Christopher Scarrow and Sarah his wife, have, and each of them hath made, ordained, nominated, constituted, and appointed, and by these presents do, and each of them doth make, ordain, nominate, constitute and appoint, and in their and each of their name and names, place and stead, do and each of them doth put and depute Nathaniel Nunneley No. 140, south Ffth-street, city of Philadelphia, in the state of Pennsylvania aforesaid, scriviner, and him the said Jacob Fox, of south Fifth-streets in the city of Philadelphia aforesaid, miller, jointly and severally their and each of their true and lawful attorneys or attorney, for them, and in each of their name or names, or in their or either of their own name or names as their attorneys or attorney, and to for their and each of their use and benefit, to enter into (along with or without the said Jacob Fox and Elizabeth his wife, and the said Joseph Fearon and the children of the said William Fearon deceased), to take possession of their part, share, estate, and interest, of, and in all and singular the said messuages, lands, tenements, plantations, properties, possessions, and premises, in any part of North America aforesaid, orany island contiguous thereto, wherein or whereto they the said Christopher Scarrow and Sarah his wife (in her right), or either of them have or hath any estate, right, title, or interest whatsoever, as one of the next of kin of the said Joseph Fearon, deceased, or otherwise, howsoever: and also for them, the said Christopher Scarrow, and Sarah his wife, and in their and each of their name, or in the name or names of them the said Nathaniel Nunneley and Jacob Fox, or either of them, as their and each of their attorneys or attorney, to put up and expose to sale along with or without the consent of the said Jacob Fox and Elizabeth his wife, and the said Joseph Fearon, and the children of the said William Fearon, deceased, either in public auction or by private contract, as they the said Nathaniel Nunneley and Jacob Fox shall think proper: all their said part, share, and interest, of, and in all and singular the said messuages, lands, tenements, plantations, properties, possessions, and premises, with the stock of cattle, implements, tools, utensils, furniture, effects, and other things thereto belonging, and to sell, and contract, and agree to sell, their estate, right, title, share

and interest of and in the said several premises, either entire or in parcels, to such person persons, and his, her, or their heirs, executors, administrators, and assigns, as shall contract and agree to become purchaser, or purchasers, thereof, or any part or parts thereof, for such price or prices as the said Nathaniel Nunneley and Jacob Fox shall (either together, with or without the said Jacob Fox and Elizabeth his wife, Joseph Fearon, and the said children of the said William Fearon) think proper to accept for the same, and in pursuance of the contracts to be made for the sale of their said part, share, estate, and interest, of and in the said several premises, for them the said Christopher Scarrow and Sarah his wife, and in their names, or in their or either of their own name or names as their attorney or attorneys, and as their and each of their act and deed, to sign, seal, deliver, and execute all and every such deeds, conveyances, instruments, writings, and assurances, as shall or may be requisite or necessary for conveying and assuring their part, share, estate, and interest, of and in the said several premises or any part or parts thereof, to the person or persons, and his, her, or their heirs, executors, administrators, and assigns, who shall contract or agree for the purchases thereof or any part thereof, and to receive the money to be paid by the purchaser or purchasers of he said several premises or any part or parts thereof; and on the receipt thereof for them the said Christopher Scarrow and Sarah his wife, and each of them, as their attorneys or attorney as aforesaid, to sign, seal, and deliver any receipts, releases, or other acquittances or discharges for the said purchase-money, and also for them, and in their and each of their names, or in their or either of their own name or names, and as their atttorneys or attorney, to make a partition and division of the whole of the said messuages, lands, tenements, plantations, properties, possessions, and premises, late of the said Joseph Fearon deceased, unto, between, and amongst the said Joseph Fearon, the children of the said William Fearon, deceased, Jacob Fox and Elizabeth his wife, and the said Christopher Scarrow and Sarah his wife, as they the said Nathaniel Nunneley and Jacob Fox, or either of them shall in their judgment and discretion think proper and expedient, and for them and each of them, and in their and each of their names or name, or in their own names or name as their attorneys, and as their act and deed, to sign, seal, deliver, and execute all and every such deeds, conveyances, instruments, and writings, as shall or may be requisite or necessary for conveying and assuring to the said Joseph Fearon, the children of the said William Fearon, deceased, and the said Jacob Fox and Elizabeth his wife, and to their heirs, executors, administrators, or assigns respectively, their several estates and interests whatsoever, of, in, and to all such part and parts of the said several premises as shall and may upon each partition and division, be set out and awarded to them, upon such partition and division being made as aforesaid; and also, for them the said Christopher Scarrow and Sarah his wife, and in their name, or in the name or names of them the said Nathaniel Nunneley and Jacob Fox, or either of them as their attorneys or attorney as aforesaid, to contract for, make, do, sign, seal, deliver, and execute all and every deed, instrument, writing, contract, receipt, agreement, matter, and thing whatsoever, which shall and may be requisite or necessary for the completing the sales, conveyances, partitions, and divisions above mentioned, and for accomplishing the several purposes aforesaid, or any of them, and also for them the said Christopher Scarrow and Sarah his wife, and each of them, and in their or either of their name or names as their attorneys or attorney, but to and for their and each of their use and benefit, to ask, demand, sue for, recover, and receive of and from all and every person and per-

sons whomsoever liable to pay or deliver the same, all and every the goods and chattels, household goods, furniture, stock in trade, bonds, bills, mortgages,notes, money, and securities for money, debts, sum and sums of money, personal estate and effects, of what nature and kind soever and whatsoever, and belonging, due, owing ,or payable to them the said Christopher Scarrow and Sarah his wife; and also to account, agree with, and state and settle accounts with any person or persons whatsoever, touching all or any of the several matters aforesaid, and upon receipt or payment of all or any of the several matters aforesaid or any part thereof, acquittances, releases, and discharges for the same, for them the said Christopher Scarrow and Sarah his wife, and each of them, and in their and each of their names, or in their own names as their attorneys, to sign, seal, execute, and deliver, and upon non-payment thereof or any part thereof, in their and each of their names, or in their own names or name as their and each of their attorneys or attorney, to commence, use, sue, and prosecute any action or actions, suit or suits, at law or in equity, or other method or expedient for the enforcing or compelling the payment or delivery of the matters aforesaid, or any of them. And lastly, to use, procure, and take all such other lawful ways and means, and to do all other things for the recovery, receiving, and getting possession of their part and share of all the said real and personal estate and effects, as they shall judge or be advised to be proper and expedient for the recovering and receiving the same. And for the better accomplishing, exercising, or perfecting all or any of the powers, authorities, matters, or things aforesaid, one or more attorney or attorneys under them, the said Nathaniel Nunneley and Jacob Fox, tc appoint, and at his pleasure to revoke; hereby ratifying, allowing, and confirming all and whatsoever the said Nathaniel Nunneley and Jacob Fox, or either of them, or any attorney or attorneys to be appointed by them as aforesaid, shall lawfully do or cause to be done in and about the premises, by virtue of these presents.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, this twenty-fifth day of June, in the year of our Lord, one thousand eight hundred and twenty-eight.

CHRISTOPHER SCARROW. [SEAL.]
SARAH SCARROW. [SEAL.]

Signed, sealed, and delivered (being first duly stamp't), in the presence of

JOHN FISHER jun.
WM. TAYLOR jun.

This is the power of attorney of Christopher Scarrow, and Sarah the wife of said Christopher Scarrow, named and referred to in the annexed affidavit of William Taylor, the younger gentleman, sworn to by him, before me, the twenty-sixth day of June, in the year of our Lord one thousand eight hundred and twenty-eight.

WM. WOOD, jun.

Recorded in the office for recording deeds &c. for the city and county of Philadelphia, in letter of attorney, book G. W. R., No. 2, page 129, &c.

Inrollment Office for the city and county of Philadelphia.

Witness my hand and seal of office, this 8th day of September, A. D. 1828.

GEO. W. RITER, Rr.

Union County, *sct.*

[*Illegible.*] Recorded in the office for the recording of deeds, in and for said county, in deed book F, page 365, &c. the 21st day of October, A. D. 1828. Witness my hand and seal of office at New Berlin, this day and year aforesaid.

JOHN MAILAY, Recr.

Lycoming County, *ss.*

LYCOMING County, Recorder's Office. } Recorded in the office for recording deeds, in and for said county of Lycoming county, in deed book T, page 210. In testimony whereof, I have hereunto set my hand, and the seal of said office, at Williamsport, this twenty-fifth day of October, A. D. 1828.

A. TAYLOR, Recorder.

To all to whom these presents may come:

Whereas the within and foregoing power of attorney, dated the 25th day of June, A. D. 1828, recorded in Lycoming county, Pennsylvania, in deed book T, page 210, being informal according to the laws of Pennsylvania, for want of a private examination of Sarah Scarrow, and proof of the corporate seal of the borough of Cockermouth; now for remedy thereof, we, the said Christopher Scarrow and Sarah Scarrow, do, and each of us doth hereby again sign, seal, execute, deliver, ratify, and confirm the same, and all that has been done by virtue thereof.

Witness our hands and seals, this eighth day of September, in the year of our Lord, eighteen hundred and thirty-two.

CHRISTOPHER SCARROW. [SEAL.]
SARAH SCARROW. [SEAL.]

Sealed and delivered in the presence of us, (the word "seal" having been first inserted in the fourth line from the top.)

JONATHAN WOOD,
Wine Merchant, Cockermouth.
THOMAS COLLINS,
Blacksmith, Cockermouth.

Be it remembered, that on the eighth day of September, A. D. 1832, personally appeared before me, William Wood, bailiff and chief magistrate of the borough of Cockermouth, in the county of Cumberland, the above named Christopher Scarrow and Sarah his wife, and acknowledged the within power of attorney, together with the above ratification thereof, to be their and each of their act and deed, the said Sarah Scarrow being of full age, and by me separate and apart from her said husband examined, and upon such private examination the full contents of said power of attorney and the above ratification thereof having been made known to her by me, did declare that she did voluntarily and of her own free will and accord, seal, and as her act and deed, deliver the said power of attorney, as also the said ratification, without any coercion or compulsion of said husband.

In witness whereof, I have hereunto set my hand, and caused the corporate seal of the said borough of Cockermouth to be hereto affixed, the day and year last above written. { Seal of the Borough of Cockermouth.

WM. WOOD,
Bailiff and Chief Magistrate of the borough of Cockermouth.

Document A, page 4, referred to in my deposition, 24th May, 1833.
FR. RODEWALD, jun.

Before me,
JOHN LISLE, Commissioner.

Lycoming County, *ss.*

LYCOMING County, Recorder's Office. } Recorded the above ratification in the office for recording of deeds, &c., in and for the said county, in letter of attorney, book A, page 56, &c., this tenth day of June, A. D. 1833.

Witness my hand and seal of office, at Williamsport, the day and year aforesaid.

JOHN VANDERBELT,
Recorder of Lg. Coty.

Philadelphia City and County, *ss.*

being duly according to law, saith that he was present, and did see Christopher Scarrow, of Cockermouth, in the county of Cumberland, England, blacksmith, and Sarah his wife, named in the powers of attorney hereunto annexed, severally marked (A) and (B), duly sign, seal, and as their act and deed deliver the said powers of attorney hereto annexed, and that the names of "Christopher Scarrow" and "Sarah Scarrow" set and subscribed to the said powers of attorney as parties executing the same, are in the proper hand-writing of the said Christopher Scarrow and Sarah Scarrow.

Borough of Cockermouth, *ss.*

Be it remembered, that on the eighth day of September, Anno Domini one thousand eight hundred and thirty two, personally appeared before me, William Wood, the bailiff and chief magistrate of the borough of Cockermouth, in the county of Cumberland, the within named Christopher Scarrow and Sarah his wife, and acknowledged the within written deed-poll to be their and each of their act and deed; she, the said Sarah Scarrow, being of full age, and by me separate and apart from her said husband examined, and upon such private examination the full contents of the said deed-poll having been made known to her by me, did declare that she did voluntarily and of her own free will and accord, seal, and as her act and deed deliver the said deed-poll without any coercion or compulsion of her said husband.

Seal of the Borough of Cockermouth. } In witness whereof, I have hereunto set my hand, and caused the corporate seal of the said borough of Cockermouth to be hereunto affixed, the day and year aforesaid.

WILLIAM WOOD,
Bailiff and Chief Magistrate of the Borough of Cockermouth, in the county of Cumberland, England.

Document B, page 2, referred to in my deposition, May 24, 1833.
FR. RODEWALD, jun.

Before
JOHN LISLE, Commissioner.

City and County of Philadelphia, *ss.*

Be it remembered that upon the twenty-fourth day of May, Anno Domini, one thousand eight hundred and thirty-three, personally appeared before me, Edward King, president judge of the first judicial district of the state of Pennsylvania, Frederick Rodewald, junior, who being duly sworn according to law, doth depose and say that he is well acquainted with the corporate seal of the borough of Cockermouth, in the county of Cumberland, England, having in the sixth day of September last specially examined the same, and having taken an impression thereof with a view to the proof of the annexed power of attorney; and this deponent saith that the above seal is the true and genuine corporation seal of the said borough of Cockermouth, as he verily believes.

In witness whereof, I have hereunto set my hand and seal the day and year last above written.

EDWARD KING. [SEAL.]

FR. RODEWALD, Jun.

(B)

To all to whom these presents shall come: Christopher Scarrow, of Cockermouth, in the county of Cumberland, in that part of the United Kingdom of Great Britain and Ireland called England, blacksmith, and Sarah his wife (late Sarah Steel, widow, and formerly Sarah Fearon, spinster, and which said Sarah is one of the two daughters, of Abel Fearon, late of Bothel, in the parish of Torpenhow, in the said county of Cumberland, yeoman, deceased, who was the brother of Joseph Fearon, late of Philadelphia, in the state of Pennsylvania, United States of America, tallow-chandler and soap-boiler, also deceased), send greeting: whereas the said Joseph Fearon sometime since departed this life intestate, leaving his nieces, the said Sarah Scarrow and Elizabeth, now the wife of Jacob Fox, late of Enmerdale, in the said county of Cumberland, but now of Philadelphia county, in the state of Pennsylvania, aforesaid, miller, and his nephew Joseph Fearon of Philadelphia aforesaid, tallow-chandler and soap-boiler, (the brother of the said Sarah Scarrow and Elizabeth Fox), and also the children of William Fearon, late of the state of Pennsylvania aforesaid also deceased, (the other brother of the said Joseph Fearon, deceased), his heirs at law and only next of kin, and as such heirs at law and next of kin of the said Joseph Fearon, deceased, the said Christopher Scarrow and Sarah his wife (in her right) together with the said Jacob Fox and Elizabeth his wife (in her right) and the said Joseph Fearon, their brother and the children of the said William Fearon deceased, became seized and possessed of, or otherwise well entitled to divers messuages, lands, tenements, plantations, properties, possessions, and premises, in the said state of Pennsylvania and elsewhere, in the United States of America aforesaid, late the estate of the said Joseph Fearon, deceased, and other the real and personal estate and effects whatsoever which the said Joseph Fearon died possessed of, in certain shares and proportions: and whereas the said Christopher Scarrow and Sarah his wife and Elizabeth Fearon, (now Elizabeth Fox), by a certain letter of attorney, dated the eleventh day of February,

Anno Domini one thousand eight hundred and eleven, recorded at Philadelphia, in the office for recording deeds, &c., for the city and county of Philadelphia, in letter of attorney, book J. C. No. 1, page 252, &c., constituted and appointed Joseph Carwin, John Wilson, and John Carwin, their attorneys in fact, with certain powers and authorities therein mentioned and granted: and whereas the said Christopher Scarrow and Sarah his wife, by a certain letter of attorney, dated the twenty-fifth day of June, Anno Domini one thousand eight hundred and twenty-eight, recorded in the office for recording deeds, &c., in and for Lycoming county, in Pennsylvania aforesaid, in deed book T, page 210, &c., constituted and appointed Nathaniel Nunneley and the said Jacob Fox, jointly and severally their attorneys in fact, with certain powers and authorities therein mentioned and granted: and whereas, the said Nathaniel Nunneley is since deceased: and whereas, under and by virtue of the said recited powers of attorney, or some of them, an amicable partition and division of the real estate of the said Joseph Fearon, deceased, was made among all his heirs aforesaid, and by deed dated the twenty-sixth day of March, Anno Domini one thousand eight hundred and twenty-five, recorded in the office for recording deeds, &c., in Centre county, in Pennsylvania aforesaid, in deed book G, page 345, &c., certain tracts of land; parts and parcels thereof were allotted, released, conveyed, and confirmed to the said Christopher Scarrow and Sarah his wife, Elizabeth Fearon, and Joseph Fearon, as and for their shares and purparts of said real estate: and whereas, in and by certain deeds dated the thirteenth day of November, Anno Domini one thousand eight hundred and twenty-seven, made by and between the said Jacob Fox and Elizabeth his wife (late the said Elizabeth Fearon) of the one part, the said Joseph Fearon of another part, and the said Christopher Scarrow and Sarah his wife of the other part, (the said Christopher, and Sarah his wife, acting by their said attorney in fact, Nathaniel Nunneley, who acknowledged the said deed on the fourth day of October, Anno Domini one thousand eight hundred and twenty-eight, as thereon appears) and recorded in the office for recording deeds, &c., in Lycoming county aforesaid, in book T, pages 215 and 219, &c.; a further amicable partition and division was made between the said parties, and certain tracts and lots of land therein described were thereby allotted, released, and confirmed unto the said Jacob Fox and Elizabeth his wife, and their heirs, in severally their part and portion of the real estate of the said Joseph Fearon, deceased; and the following tracts, lots and parcels of land were allotted, released, conveyed, and confirmed unto the said Christopher Scarrow and Sarah his wife, and their heirs; to hold in severally as their part and portion of the real estate of the said Joseph Fearon, deceased, to wit: all that certain tract of land, situate in Beaver county, in the state of Pennsylvania, surveyed in the name of William Brooks, junior, in Donation district, No. 1, survey No. 169, containing two hundred and fifty acres, being the sixth tract north of the boundary line, between the state of Pennsylvania, and the state of Ohio, bounded by surveys numbered 1765, 1766, 1767, 1762, 173, 1765, and 85. Also, all that other certain tract of land called Karchersburgh, situate on Dicks' Run, adjoining lands of Blaine & Co. in Bald Eagle township, formerly Northumberland, (now) Centre county, in the state of Pennsylvania, containing four hundred and twenty-seven acres and a quarter and allowance surveyed in pursuance of a warrant granted to Ludwig Karcher, dated the seventeenth day of December, Anno Domini one thousand seven hundred and eighty-four, and patented to the said Ludwig Karcher, the second day of July, one thousand seven hundred and eighty-seven, in-

rolled in the rolls' office for the state of Pennsylvania, in patent book No. 11, page 5, being the same tract of land which the said Ludwig Karcher and Mary his wife, by indenture, bearing date the eleventh day of May, Anno Domini one thousand seven hundred and ninety-six, which said indenture Robert Ralston confirmed by indorsement, as assignee of the said Ludwig Karcher, the same day and date; recorded the sixth day of August, Anno Domini one thousand eight hundred and ten, in the office for recording of deeds, in and for Centre county, in book C, page 396, &c., granted and conveyed unto Joseph Fearon aforesaid, deceased, reference thereunto had will more fully and at large appear: also all that other certain tract of land called Queensborough, situate in Nepanase township, now Lycoming county, in the state aforesaid, containing four hundred and forty acres one hundred perches and allowance surveyed in pursuance of a warrant dated the seventh day of April, anno Domini one thousand seven hundred and ninety-four, granted to Samuel Quinn, who by deed dated the twenty-fifth of April, Anno Domini one thousand seven hundred and ninety-four, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the twenty-first day of April, anno Domini one thousand seven hundred and ninety-six, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 105, &c.: also all those other two certain lots or pieces of ground, situate in the town of Lewisborough, in the county of Union, in the state of Pennsylvania, one of them marked No. 15 in the general plan of said town, situate in the south side of Market-street, between Third and Fourth streets, which said lot by indenture bearing date the twenty-eighth day of April, anno Domini one thousand seven hundred and eighty-nine, Mathias Ellenkhuysen, and Clara Helena his wife, granted and conveyed to Bartholemew Von Heer, recorded in the office for recording of deeds, in and for the county of Northumberland, in book D, page 415, &c., reference being thereunto had will more fully appear; and being the same lot which by indenture bearing date the thirteenth day of August, anno Domini one thousand seven hundred and ninety-four, the said Bartholemew Von Heer and Elenor his wife, granted and conveyed to Joseph Fearon aforesaid, deceased, and the other of the said lots, No. 66, situate in the said town of Lewisborough, in the east side of Front-street and north side of St. John-street, containing in breadth north and south sixty-six feet, and in length or depth east or west one hundred and fifty-seven feet six inches, bounded southward by Saint John street aforesaid, eastward by Plumb Tree alley fifteen feet wide, northward by lot No. 67, and westward by Front-street aforesaid; which said lot of ground by indenture bearing date the tenth day of June, anno Domini one thousand seven hundred and eighty-six, George Darr, only son and heir of Lewis Darr, granted and conveyed to David Trimble and John Trimble, which said lot of ground the said David Trimble and John Trimble, not accepting by indorsement made on the aforesaid deed, the said George Darr assigned all his right and title to the said lot to Mathias Joseph Ellenkhugsen, which said deed is recorded in the office for recording of deeds, in and for the county of Northumberland, in book D, page 413, &c., and being the same lot which by indenture bearing date, the twelfth day of January, anno Domini one thousand seven hundred and eighty-nine, the said Mathias Joseph Ellenkhugsen, and Clara Helena his wife, granted and conveyed to Bartholemew Von Heer, recorded in the office for the recording of deeds, in and for the county of Northumberland, in book D, page 414, and which said lot of ground by indenture bearing date the thirteenth day of August, anno Domini one thousand seven hundred

and ninety-four, Bartholemew Von Heer and Elenor his wife granted and conveyed to the said Joseph Fearon, deceased: also all that other certain tract of land, called Retreat, situate on the waters of Saltzman's run, in the late purchase fomerly Northumberland, now Lycoming county, in the state aforesaid, containing three hundred and sixty-five acres one hundred and thirty-six perches and allowance, surveyed in pursuance of a warrant, No. 5612, dated, the seventeenth day of April, Anno Domini one thousand seven hundred and ninety-four, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the thirtieth day of September, Anno Domini one thousand seven hundred and ninety-six, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 30, page 139: also all that other certain tract of land, called Belvoir, situate on the waters of Saltzman's run, in the late purchase, formerly Northumberland, now Lycoming county, in the state aforesaid, containing three hundred and sixty-seven acres and one hundred and thirty-eight perches and allowance, surveyed in pursuance of a warrant, No. 5613, dated the seventeenth day of April, Anno Domini, one thousand seven hundred and ninety-four, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the thirtieth day of September, Anno Domini, one thousand seven hundred and ninety-six, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 30, page 137: also all that other certain tract of land, called Union, situate in Bald Eagle township, Lycoming county, in the state aforesaid, containing four hundred and twenty-four acres, one half and allowance, surveyed in pursuance of a warrant dated the seventh day of April Anno Domini, one thousand seven hundred and ninety-four, granted to Robert Taylor, who by deed dated the twenty-fourth day of April, one thousand seven hundred and ninety-four, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the twenty-first day of April, Anno Domini, one thousand seven hundred and ninety-six, inrolled in the rolls' office for the state of Pennsylvania, in patent book, No. 28, page 103: also all that other certain tract of land, called Richland, situate in Bald Eagle township, formerly Lycoming, now Centre county, in the state aforesaid, containing three hundred and twenty acres one hundred and twenty-eight and allowance, surveyed in pursuance of a warrant dated the seventh day of April, Anno Domini, one thousand seven hundred and ninety-four, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the twenty-first day of April, Anno Domini one thousand seven hundred and ninety-six, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 106: also all that other certain called Saint George's, situate in Bald Eagle township, in Centre county, formerly Lycoming, in the state aforesaid, containing three hundred and twenty acres and one hundred and twenty-eight perches and allowance, surveyed in pursuance of a warrant dated the seventh day of April, Anno Domini, one thousand seven hundred and ninety-four, granted to George Kitts, who by deed dated the twenty-fourth day of April, Anno Domini, one thousand seven hundred and ninety-four, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the twenty-first day of April, one thousand seven hundred and ninety-six, inrolled in the rolls' office for the state of Pennsylvania, in patent book, No. 28, page 108: and also, all that other certain tract of land, called Williamsburg, situate in Bald Eagle township, late Lycoming, now Centre county, formerly Northumberland, in the state afore-

said, containing four hundred and twenty-five acres and allowance, surveyed in pursuance of a warrant granted to William Cooper, dated the seventh day of April, Anno Domini one thousand seven hundred and ninety-four, who, by deed, dated the twenty-fifth day of April, Anno Domini one thousand seven hundred and ninety-four, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the twenty-first day of April, Anno Domini one thousand seven hundred and ninety-six, inrolled in the rolls' office, for the state of Pennsylvania, in patent book No. 28, page 104: and, whereas, the said Christopher Scarrow and Sarah his wife, by Jacob Fox their attorney in fact aforesaid, by deed dated the sixteenth day of April, Anno Domini one thousand eight hundred and thirty, recorded in the office for recording deeds, in and for Lycoming county aforesaid, in deed book S, page 774, &c, in consideration of the sum of seven hundred and thirty-three dollars and fifty cents, granted and conveyed unto Benjamin E. Valentine, in fee, two of the said tracts of land above described, situate in Lycoming county, aforesaid, viz: one of them called "Retreat," containing three hundred and sixty-five acres and one hundred thirty-six perches and allowance, surveyed in pursuance of warrant No. 5612, and the other of them, called "Belvoir," containing three hundred and sixty-seven acres, and one hundred and thirty-eight perches, and allowance surveyed in pursuance of warrant No. 5613, together with the appurtenances: and whereas, the said Jacob Fox and Elizabeth his wife, by certain deeds dated the sixteenth day of April, Anno Domini one thousand eight hundred and thirty, recorded in the office for recording deeds, &c., in and for Lycoming county aforesaid, in deed book S, page 771 and 773, &c. granted and conveyed unto the said Benjamin E. Valentine, in fee, certain of the said tracts and lots of land, which in and by the said deed of partition of the thirteenth of November, Anno Domini one thousand eight hundred and twenty-seven, were allotted and released to them, the said Jacob Fox, in severally as aforesaid; and whereas, the said Benjamin E. Valentine and Auntt his wife, by deed dated the twenty-first day of April, Anno Domini one thousand eight hundred and thirty, recorded in Lycoming county aforesaid, in deed book S, page 775, &c, granted and conveyed unto Matthew C. Ralston, in fee, all the said lands and premises conveyed to him as aforesaid, by the said Jacob Fox, as attorney in fact of the said Christopher Scarrow and wife, and by the said Jacob Fox and wife, in their own rights, together with the appurtenances, as in and by the said recited letters of attorney and deeds will fully appear: and whereas, the above recited powers of attorney are said to be informal, according to the laws of Pennsylvania, for want of a private examination of Sarah Scarrow, and proof of the corporate seal of the borough of Cockermouth: and whereas, it is just and equitable also, for the benefit of all the parties concerned therein, that the said several partitions and divisions of the real estate of the said Joseph Fearon, deceased, shall remain firm and stable, and be carried into effect, together also with the sales and conveyances as aforesaid, made by the said Jacob Fox as our attorney in fact, to the said Benjamin E. Valentine: now, know all men by these presents, that we, the said Christopher Scarrow and Sarah his wife, have adopted, ratified, confirmed, and held for good, and hereby do adopt, ratify, confirm and hold for good, all and each of the aforesaid partitions and divisions of the real estate of the said Joseph Fearon, deceased, and also the said deed so as aforesaid made and executed on the sixteenth day of April, Anno Domin

one thousand eight hundred and thirty, by the said Jacob Fox, as our attorney in fact, to the said Benjamin E. Valentine. And further, we have made, ordained, constituted, and appointed, and hereby do make, ordain, constitute, and appoint the said Jacob Fox and John Vaughan, both of Philadelphia, in the state of Pennsylvania aforesaid, our true and lawful attorney or attorneys, jointly and severally, for us, and in our names and behalf, to make, execute, and deliver to the said Matthew C. Ralston, his heirs and assigns, and to any other person or persons interested therein, all such deeds, conveyances, and assurances in the law, as may be requisite to ratify, confirm, and hold good the aforesaid partitions and divisions of the real estate of the said Joseph Fearon, deceased, and also the said deeds, so as aforesaid, made by the said Joseph Fox, either as our attorney in fact, or in his own right to the said Benjamin E. Valentine, hereby giving and granting to our said attorney and attorneys jointly and severally, our full power and authority in the premises, and ratifying and holding for good all that they shall legally do therein. In witness whereof, we have hereunto set our hands and seals, this eighth day of September, anno Domini one thousand eight hundred and thirty-two. 1832.

CHRISTOPHER SCARROW [SEAL.]
SARAH SCARROW, [SEAL.]

Sealed and delivered in the presence of us,
JONATHAN WOOD, Wine Merchant, Cockermouth.
THOMAS COLLINS, Blacksmith, Cockermouth.

Know all men by these presents: Whereas, Joseph Fearon, late of the city of Philadelphia, in the state of Pennsylvania, tallow-chandler, died intestate on the 25th day of April, A. D. 1810, seized and possessed of the hereinafter described real estate, leaving neither widow nor lawful issue, but the children of his brothers William Fearon and Abel Fearon, who are the legal heirs and representatives of the said Joseph Fearon, deceased: and whereas, Robert Quay and Sarah his wife, by indenture bearing date the 20th day of July, A. D. 1818, at the request of John Wilson, agent for the heirs generally of the aforesaid Joseph Fearon, deceased, remised, released, confirmed, surrendered, exonerated, discharged, and for ever acquitted claim from every part and parcel of a certain tract of land, situate in Bald Eagle township, in the county of Centre, and commonwealth of Pennsylvania, called Tangas Cootaeh creek, bounded on the west side of the west branch of Susquehanna river, containing one hundred and seventy acres, to the heirs generally, and executors and administrators of the said Joseph Fearon, deceased, excepting for themselves their share or part of said tract of land as heirs in common with the other heirs of the aforesaid Joseph Fearon, deceased: and whereas, the aforesaid Abel Fearon died intestate, on or about the 28th day of April, A. D. 1809, at a place called Barugh, in the parish of Wigton, in the county of Cumberland, in the United Kingdom of Great Britain and Ireland, called England, leaving one son namely Joseph, and two daughters, Elizabeth and Sarah: and whereas, Joseph Fearon, of the district of Southwark, in the county of Philadelphia, in the state of Pennsylvania, tallow-chandler, yeoman, Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, late of Bothel, in the parish of Torpehow, in the county of Cumberland, in England aforesaid, and Christopher Scarrow and Sarah his wife, late Sarah Steel widow, formerly Sarah Fearon, of Cockermouth, in the county of Cumberland, in England aforesaid, the heirs and legal representatives of the said

Abel Fearon deceased, are seized and possessed in fee simple, and have and hold, as tenants in common, equal shares of several certain tracts of land, which Robert Quay and Sarah his wife, late Sarah Fearon, of Lycoming county, in the state of Pennsylvania, James Fearon and Ellen Maria, of the city of Philadelphia, Samuel Brown and Ann his wife, late Ann Fearon, and William Fearon and Anne his wife, of Centre county, in the state of Pennsylvania, the heirs and legal representatives of the said Joseph Fearon deceased, by indenture of partition and release bearing date the 26th day of March, A. D. 1825, recorded in the office for recording deeds, in and for Centre county, in the state of Pensylvania, granted, conveyed, and released to the said Joseph Fearon, Jacob Fox, and Elizabeth his wife, late Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, in fee simple, as reference thereunto had will more fully and at large appear: and whereas, the said Joseph Fearon, Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and Christopher Scarrow, and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, are desirous to have and to hold, in severalty their respective shares thereof.

This indenture of three parts, made and concluded the thirteenth day of November, in the year of our Lord one thousand eight hundred and twenty-seven, by and between Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, of the district of Southwark, in the county of Philadelphia, in the commonwealth of Pennsylvania, gentleman, of the one part, and Joseph Fearon, of the district of Southwark aforesaid, tallow-chandler, yeoman, of another part, and *and* Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, of Cockermouth, in the county of Cumberland, in that part of the United Kingdom of Great Britain called England, of the other part, witnesseth: that whereas, they, the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, Joseph Fearon, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, are seized in fee simple, and have and hold as tenants in common, equal shares in several certain tracts of lands particularly and specially specified and described in an indenture of partition and release, bearing date the twenty-sixth day of March, A. D. 1825, recorded in the office for the recording of deeds, in and for Centre county, in the state of Pennsylvania, being the same tracts of land which Robert Quay, and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, of Lycoming county, in the state of Pennsylvania, James Fearon and Ellen Maria, his wife, of the city of Philadelphia, Samuel Brown and Ann his wife, late Ann Fearon, and William Fearon and Anne his wife, of Centre county, in the state aforesaid, granted, conveyed, and released, to the said Joseph Fearon, Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and said Christopher Scarrow, and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, in fee simple, as reference thereunto had will more fully and at large appear: and whereas, the said parties have agreed and concluded to hold and enjoy their respective parts thereof in severalty. It is therefore covenanted, granted, and agreed by and between all, and every of the said parties, for himself and herself, and for his, her, and their heirs, executors, and administrators, and they do hereby severally and respectively covenant, grant and agree to, and with the others, their several and respective heirs and assigns, that a partition of the said several tracts of land, particularly and specially described in the aforementioned deed of partition and release, shall be, and is hereby made and determined in manner following; that is to say, first, that

they the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, their heirs, shall and may from henceforth, have, hold, possess, and enjoy, in severalty, all that certain tract of land called Fairfield, situate in Saltzman's Run, about one mile from the Susquehannah River, in the late purchase, Northumberland, now Lycoming county, in the state of Pennsylvania, containing two hundred and eighty-six acres and one hundred and five perches and allowance, surveyed in pursuance of a warrant, No. 837, granted to the said Joseph Fearon, deceased, dated the 15th June, 1787, and patented to the said Joseph Fearon, deceased, on the 24th day of July, 1788, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 14, page 238: also all that other certain tract of land called the Hunter's Fancy, situate about two miles west of Pine Creek, in the late purchase, district No. 1, Northumberland, now Lycoming county, in the state aforesaid, containing three hundred forty-four acres and allowance, surveyed in presence of a warrant, No. 636, dated the 26th September, 1785, granted to James Crawford and Robert Lyon; and the said James Crawford, by deed dated the 1st March, 1794, conveyed his part to said Robert Lyon, who by deed dated the 4th March, 1794, conveyed the same to Alexander Power, late of Philadelphia, broker, and patented to the said Alexander Power, on the 28th day of May, 1794, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 22, page 38, and which said tract of land the said Alexander Power and Margaret his wife, by indenture, bearing date the 21st day of August, 1794, recorded in the office for recording of deeds, in and for the county of Lycoming, in book I, page 198, &c., granted, and conveyed unto the said Joseph Fearon, deceased: also, all that other certain tract of land called Friendship, situate in district No. 4, in the late purchase, formerly Lycoming county, now Clearfield county, in the state aforesaid, containing five hundred eighteen acres and seventy-six perches and allowance, surveyed in pursuance of a warrant, No. 5681, dated the 18th day of September, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 27th day of April, 1797, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 33, page 41; also, all that other certain tract of land called Edinburg, situate above Saltzman's Run, in the late purchase, formerly Northumberland, now Lycoming county, in the state aforesaid, containing one hundred eleven acres one hundred and sixty-five perches and allowance, surveyed in pursuance of a warrant, No. 4843, dated the 3d of February, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 30, page 138; also, all that other certain tract of land called Plainfield, situate on Whitman's Run, in Nespanose township, now Lycoming county, in the state aforesaid, containing three hundred eighty acres one quarter and allowance, surveyed in pursuance of a warrant, dated the 7th April, 1794, granted to Alexander Power, who by deed dated the 18th May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, the 30th day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 142: also all that other certain tract of land called White Oak Bottom, situate above Lick Run, in the late purchase, formerly Northumberland, now Lycoming county, in the state aforesaid, containing two hundred and fifty-four acres and allowance, surveyed in pursuance of a warrant, No. 5615, dated the 19th April, 1794, granted to the said Joseph Fearon, deceased, and pa-

tented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 30, page 141: also all that other certain tract of land called St. Matthews, situate in Nipenose township, Northumberland, now Lycoming county, in the state aforesaid, containing three hundred and thirty acres and one half and allowance, surveyed in pursuance of a warrant, dated the 7th of April, 1794, granted to Matthew Hand, who by deed dated the 24th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, on the 21st day of April 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 107: also all that other certain tract of land called Bedford, situate in Bald Eagle township, Lycoming county, in the state aforesaid, containing four hundred and fifty-nine acres, one hundred and fifty-three perches, and allowance, surveyed in pursuance of a warrant, dated the 7th of April, 1794, granted to Jane Nelson, who by deed dated the 22d day of February, 1796, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon deceased, on the 29th day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 27, page 468: also all that other certain tract of land called Hemphill, situate in Lycoming county, in the state aforesaid, containing three hundred and seventeen acres one hundred and thirty-six perches and allowance, surveyed in pursuance of a warrant, dated the 7th of April, 1794, granted to Rachel M'Carter, who by deed dated 22d April, 1796, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 28th day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 142: also all that other certain tract of land called Eglantine, situate in Bald Eagle township, late Northumberland, now Lycoming county, in the state aforesaid, containing three hundred sixty-nine acres and allowance, surveyed in pursuance of a warrant, dated the 3d of February, 1794, granted to Mary Fearon, who, by deed dated the 22d of May 1795, conveyed the same to the said Joseph Fearon deceased, and patented to the said Joseph Fearon, deceased, on the 6th of October, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 30, page 142: and also all that other certain tract or parcel of land, containing two hundred acres, being part of a tract of land containing ten thousand acres, situate on the branches of Hughes' river, in the county of Harrison, in the state of Virginia, granted to Thomas Proctor by patent, under the hand of Patrick Henry, Esquire, governor of the commonwealth of Virginia, and lesser seal of the said commonwealth, bearing date the 21st day of March, 1786; the said two hundred acres being marked upon a general plan or map of the said ten thousand acres, No. 2481, being the same tract or parcel of land, by indenture bearing date the 15th day of January, 1789, the said Thomas Proctor and Mary his wife, granted and conveyed to the said Joseph Fearon, deceased; and the said Joseph Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, for themselves, their heirs, executors, and administrators, do by these presents, grant, remise, release, and confirm the same to the said Jocob Fox and Elizabeth his wife, late Elizabeth Fearon, their heirs and assigns, for ever, as and for the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon's full share, part, and proportion of, in, and to the several certain tracts of land contained in the deed of partition and release, made between the heirs of William Fearon, deceased, and the heirs of Abel Fearon, deceased, above mentioned: to have and to hold the same, with all the privileges and appurtenances thereof, to them,

the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, their heirs and assigns, for ever, in severalty as aforesaid, and to them and their only use and behoof, forever; and the said Jeseph Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, do by these presents, for themselves, their heirs, executors, and administrators, covenant and grant to and with the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, their heirs, executors, administrators, and assigns, that them and they shall and may, from henceforth, forever peacably and quietly have, hold, use, occupy, possess, and enjoy the same, free, and discharged of all right, title, claim, and demand whatever, of them the said Joseph Fearon, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, or either of them, nor their heirs nor any other person or persons for them, or in *in* their names or right, shall or may, by any ways or means whatsoever, at any time hereafter, claim, challenge, or demand, any estate, right, title, or interest, in or to the said tracts of land, lots, and premises, or any part thereof, but from all and every action and actions, estate, right, title, interest, property, claim, and demand, of, in, or to the said premises, or any part or parcel thereof, they and every of them shall be for ever barred by these presents; and the said Joseph Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, the said tracts of land, lots of ground, hereditaments, and premises, with the appurtenances thereto belonging, to the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, their heirs and assigns, against them the said Joseph Fearon and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, and their respective heirs, shall and will warrant, and forever defend: secondly, that he, the said Joseph Fearon, his heirs and assigns, shall and may, from henceforth, have, hold, possess, and enjoy, in severalty, all that certain tract of land called Rabbitt Borough, situate about three quarters of a mile west of Lycoming creek, and about four miles from the mouth of said creek, in the late purchase, district No. 1, in Northumberland, now Lycoming county, in the state of Pennsylvania, containing one hundred and seventy-two acres forty-two perches and allowance, surveyed in pursuance of three warrants, No. 3694, No. 3695, No. 3696, all dated the 28th January, 1793, granted to Alexander Power, who by deed dated 7th May, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, the 28th day of May, 1794, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 22, page 37; also all that other certain tract of land called Derry, situate in Lycoming county, in the state of Pennsylvania, containing two hundred and seventy-two acres and allowance surveyed in pursuance of a warrant granted to William Powers, who, by deed dated the 6th May, 1795, conveyed the same to the said Joseph Fearon, and patented to the said Joseph Fearon, deceased, the 17th day of April 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 27, page 467; also all that other certain tract of land called Spring Grove, situate in Buffaloe township, Northumberland, now Union county, in the state of Pennsylvania containing one hundred and twenty-nine acres thirty-three perches and allowance, surveyed in pursuance of an application No. 950, entered 3d April, 1769, by Daniel Rees, who by deed dated the 26th February, 1780, conveyed the same to John Vanderen, Junior, who, by deed, dated 1st March, 1780, conveyed the same to Henry Emanuel Lutterloh, who, by deed dated the 26th May, 1783, conveyed the same to Bartholomew Von Heer, who by deed,

dated the 1st of July, 1784, conveyed the same to Alexander Power, who, by deed endorsed, dated 13th August, 1794, conveyed the same to the said Joseph Fearon, deceased, for whom a warrant of acceptation, issued 25th August, 1794, and patented to said Joseph Fearon, deceased, on the 10th day of September, 1794, enrolled in the rolls' office for the state of Pennsylvania, in patent book No. 21, page 525; also all that other certain tract of land called Brownfield, situate on the waters of M'Elhatten's run, formerly Northumberland, now Lycoming county, in the state aforesaid, containing ninty-nine acres one hundred and fifty-nine perches and allowance, surveyed in pursuance of a warrant, dated 7th April, 1794, granted to William Brown, who, by deed dated 18th May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 29th day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 27, page 466; also all that other certain tract of land, situate in Butler county, in the state of Pennsylvania, surveyed in the name of Robert Wilson, in Donation district, No. 2, survey numbered 369, containing two hundred acres more or less, being on the south side of Slippery Rock creek, and bounded by numbers 368, 367, 38 and 381: also all that other certain tract of land called White Oak Swamp, situate on the waters of Furneys run, in the late purchase, formerly Northumberland, now Lycoming county, in the state aforesaid, containing nine hundred and ninety acres seventy-four perches and allowance, surveyed in pursuance of a warrant, No. 4840, dated the 1st February, 1794, granted to the said Joseph Fearon deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 30, page 137: also, all that other certain tract of land called St. James, situate in Lycoming county, in the state aforesaid, containing four hundred and twenty-three acres three quarters and allowance, surveyed in pursuance of a warrant, dated 7th April, 1794, granted to James M'Donald, who, by deed dated the 24th April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 104; and also all that other certain tract of land called Pittsburg, situate on the waters of Whitman's run, in Lycoming county, in the state of Pennsylvania, containing three hundred and eight acres and an half, and allowance, surveyed inpursuance of a warrant, dated the 7th April, 1794, granted to Margaret Powers who, by deed, dated the 19th of May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 27th day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 141; and the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, for themselves, their heirs, executors, and administrators, do by these presents grant, remise, release, and confirm the same to the said Joseph Fearon, his heirs and assigns, forever, as and for the said Joseph Fearon's full share, part, and proportion of, in, and to the several certain tracts of land contained in the deed of partition and release made between the heirs of William Fearon, deceased, and the heirs of Abel Fearon, deceased, above mentioned; to have and to hold the same with all the privileges and appurtenances thereof, to him the said Joseph Fearon, his heirs and assigns forever, in severalty as aforesaid, and to his and their only use and

behoof forever; and the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, do severally, by these presents, for themselves, their heirs, executors and administrators, covenant and grant to and with the said Joseph Fearon, his heirs, executors, administrators and assigns, that he and they, shall and may from henceforth forever, peacably and quietly have, hold, use, occupy, possess, and enjoy the same, free and discharged of all right, title, interest, claim, and demand whatsoever, of them, the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon or either of them, nor their heirs, nor any other person or persons for them, or in their names, or right, shall, or may, by any ways or means whatsoever, at any time hereafter, claim, challenge, or demand any estate, right, title or interest, of, in, or to, the said tracts of land, lots, and premises, or any part thereof; but from all and every action and actions, estate, right, title, interest, property, claim, and demand, of, in, or to the said premises, or any part or parcel thereof, they and every of them shall be forever barred by these presents and the said Jacob Fox, and Elizabeth his wife, late Elizabeth Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, and their heirs, the said tracts of land, lots of ground, hereditaments and premises, with the appurtenances thereto belonging to the said Joseph Fearon, his heirs and assigns, against them the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, and their respective heirs, shall and will warrant, and forever defend.

Thirdly, that the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, their heirs and assigns, shall and may, from henceforth, have, hold, possess, and enjoy, in severalty, all that certain tract of land, situate in Beaver county, in the state of Pennsylvania, surveyed in the name of William Brooks, junior, in Donation district, No. 1, survey, No. 169, containing two hundred and fifty acres, being the sixth tract north of the boundary line between the state of Pennsylvania and the state of Ohio, bounded by surveys numbered 1765, 1766, 1767, 1762, 173, 1765, and 85; also all that other certain tract of land called Karchersburg, situate on Dick's run, adjoining lands of Blaine and Company, in Bald Eagle township, formerly Northumberland (now) Centre county, in the state of Pennsylvania, containing four hundred and twenty-seven acres and a quarter and allowance, surveyed in pursuance of a warrant granted to Ludwig Karcher, dated the 11th December, 1774, and patented to the said Ludwig Karcher, on the 2d day of July, 1787, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 11, page 5, being the same tract of land which Ludwig Karcher and Mary his wife, by indenture bearing date the 11th day of May, 1796, which said indenture Robert Ralston confirmed by indorsement as assignee of the said Ludwig Karcher, the same day and date, recorded the 6th day of August, A. D. 1810, in the office for recording of deeds, in and for Centre county, in book, C, page 396, &c., granted and conveyed unto Joseph Fearon aforesaid, deceased, reference thereunto had will more full and at large appear; also all that other certain tract of land called Quinsborough, situate in Nepanase township, now Lycoming county, in the state aforesaid, containing four hundred and forty acres one hundred perches and allowance, surveyed in pursuance of a warrant, dated the 7th April, 1794, granted

to Samuel Quinn, who, by deed dated 25th April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 105; also all those other two certain lots or pieces of ground, situate in the town of Louisborough, in the county of Union, in the state of Pennsylvania, one of them marked No. 15, in the general plan of said town, situate on the south side of Market-street, between Third and Fourth streets, which said lot, by indenture bearing date the 28th day of April, 1789, Mathias Ellenkhugsen, and Clara Helena his wife, granted and conveyed to Bartholemew Von Heer, recorded in the office for the recording of deeds, in and for the county of Northumberland, in book D, page 415, reference being thereunto had will more fully appear; and being the same lot which by indenture bearing date the 13th day of August, 1794, the said Bartholemew Von Heer, Ellenora his wife, granted and conveyed to Joseph Fearon aforesaid, deceased; and the other of the said No. 66, situate in the said town of Lewisborough, on the east side of Front-street, and north side of St. John-street, containing in breadth north and south sixty-six feet, and in length or depth east and west one hundred and fifty-seven feet six inches, bounded southward by St. John-street aforesaid, eastward by Plumb-tree-alley, fifteen feet wide, northward by lot No. 67, and westward by Front-street aforesaid, which said lot of ground, by indenture bearing date the 10th day of June, 1786, George Darr, only son and heir of Lewis Darr, granted and conveyed to David Trimble and John Trimble, which said lot of ground the said David Trimble and John Trimble, not accepting by indorsement made in the aforesaid deed, the said George Darr, assigned all his right and title to the said lot to Mathias Joseph Ellenkhugsen, which said deed is recorded in the office for recording of deeds, in and for the county of Northumberland, in book D, page 413, &c., and being the same lot, which, by indenture bearing date the 12th day of January, 1789, the said Mathias Joseph Ellenkhugsen and Clara Helena his wife, granted and conveyed to Bartholemew Von Heer, recorded in the office for recording of deeds, in and for the county of Northumberland, in book, D, page 414, and which said lot, by indenture bearing date the 13th day of August, 1794, Bartholemew Von Heer and Elenora his wife, granted and conveyed to the said Joseph Fearon, deceased; also all that other certain tract of land called Retreat, situate on the waters of Saltzman's Run, in the late purchase, formerly Northumberland, now Lycoming county, in the state aforesaid, containing three hundred and sixty-five acres one hundred and thirty-six perches and allowance, surveyed in pursuance of a warrant, No. 5612, dated the 17th of April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No, 30, page 139: also all that other certain tract of land called Belvoir, situate on the waters of Saltzman's Run, in the late purchase, formerly Northumberland, now Lycoming county, in the state aforesaid, containing three hundred sixty-seven acres and one hundred thirty-eight perches and allowance, surveyed in pursuance of a warrant, No. 5613, dated the 17th of April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 30, page 137: also all that other certain tract of land called Union, situate in Bald Eagle township, Lycoming county, in the state aforesaid, containing four hundred and twenty-four acres

one half and allowance, surveyed in pursuance of a warrant dated the 7th of April, 1794, granted to Robert Taylor, who by deed dated the 24th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented the same to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the roll's office for the state of Pennsylvania, in patent book No. 28, page 103: also, all that other certain tract of land called Richland, situate in Bald Eagle township, formerly Lycoming, now Centre county, in the state aforesaid, containing three hundred and twenty acres, one hundred and twenty-eight perches and allowance, surveyed in pursuance of a warrant, dated the 7th day of April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled the rolls' office for the state of Pennsylvania, in patent book No. 28, page 106: also, all that other certain tract of land called St. George's, situate in Bald Eagle township, in Centre county, formerly Lycoming, in the state aforesaid, containing three hundred and twenty acres one hundred and twenty-eight perches and allowance, surveyed in pursuance of a warrant, dated the 7th day of April, 1794, granted to George Kitts, who by deed dated the 24th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 108: and also all that other certain tract of land called Williamsburg, situate in Bald Eagle township, late Lycoming, now Centre county, formerly Northumberland, in the state aforesaid, containing four hundred and twenty-five acres and allowance, surveyed in pursuance of a warrant granted to William Cooper, dated the 7th day of April, 1794, who by deed dated the 25th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the state of Pennsylvania, in patent book No. 28, page 104: And the said Joseph Fearon, and the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, for themselves, their heirs, executors, and administrators, do by these presents grant, remise, release, and confirm the same to the said Christopher Scarrow and Sarah his wife, late Sarah Steel, formerly Sarah Fearon, their heirs, and assigns forever, as and for the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon's full share, part, and proportion of, in, and to the certain several tracts of land contained in the deed of partition and release, made between the heirs of William Fearon, deceased, and the heirs of Abel Fearon, deceased, above-mentioned: to have, and to hold the same, with all the privileges and appurtenances thereof, to them, the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, their heirs and assigns forever, in severalty as aforesaid, and to them, and their only use and behoof, forever: and the said Joseph Fearon, and the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, do, by these presents, for themselves, their heirs, executors, and administrators, covenant and grant, to and with the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, their heirs, executors, administrators, and assigns, that them and they shall and may from henceforth forever peaceably and quietly have, hold, use, occupy, possess, and enjoy the same, free and discharged of all right, title, interest, claim and demand whatsoever, of them, the said Joesph Fearon, and Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, or either of them, nor their heirs, nor any other person or persons, for them or in their names,

or right, shall, or may, by any ways or means whatsoever, at any time hereafter, claim, challenge, or demand any estate, right, title, or interest, of, in, or to the said tracts of land and premises, or any part thereof, but from all and every action and actions, estate, right, title, interest, property, claim, and demand, of, in, or to the said premises, or any part or parcel thereof, they and every of them shall be forever barred by these presents; and the said Joseph Fearon, and the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and their heirs, the said tracts of land, lots of ground, hereditaments, and premises, with the appurtenances thereto belonging, the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, their heirs, and assigns, against them the said Joseph Fearon and the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and their respective heirs, shall and will warrant and forever defend.

In witness whereof, the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, party of the one part, and the said Joseph Fearon, party of another part, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, late Sarah Fearon, of the other part, being the several parties named in the above indenture, in token of their free consent hereto, have hereunto interchangeably set their hands and seals, the day and year first above written.

JOSEPH FEARON, [SEAL.]
JACOB FOX, [SEAL.]
her
ELIZABETH ⋊ FOX, [SEAL.]
mark
CHRISTOPHER SCARROW, } [SEAL.]
SARAH SCARROW, }
by their attorney
NATHANIEL NUNNELEY. [SEAL.]

Signed, sealed, and delivered in the presence of us,

BRITTON EVANS,
NATHANIEL NUNNELEY,
JAMES BALCH, }
THOS. WILLIAMS, }

By NATHANIEL NUNNELEY,
Attorney for
CHRISTOPHER and SARAH SCARROW.

The following interlineations having been first made, before executing this deed, viz. the word (and) and words (late Elizabeth Fearon) between 12th and 13th lines from the page No. 3; the word (part) between the 1st and 2d lines, top of page No. 8; the word (parties) between 2d and 3d lines from top of page No. 8.

Be it remembered, that on the 13th day of November, Anno Domini one thousand eight hundred and twenty-seven, before me, Britton Evans, Esq., one of justices of the peace in and for the county of Philadelphia, came the above named Joseph Fearon, who has executed the within deed, and in due form of law acknowledged the same to be his act and deed, and that he signed, sealed, and delivered the within written indenture of partition and release, for the uses and purposes therein-mentioned, and desired that the same might

be recorded as such. In witness whereof I have hereunto set my hand and seal, the day and year above written.

BRITTON EVANS, [SEAL.]
Justice of the peace.

Be it remembered, that on the thirteenth day of November, anno Domini one thousand eight hundred and twenty-seven, before me, Britton Evans, Esquire, one of the justices of the peace in and for the county of Philadelphia, came the above named Jacob Fox, and Elizabeth his wife, who have executed the within deed, and severally acknowledged the same to be their act and deed, and that they severally signed, sealed, and delivered the within written indenture of partition or release, for the use and purposes therein mentioned, and desired that the same might be recorded as such, according to law; she the said Elizabeth being by me examined separate and apart from her said husband, and the full contents of the said indenture made known to her, on which examination, she the said Elizabeth declared that she did voluntarily and of her own free will and accord, sign, seal, and, as her act and deed, deliver the said indenture without any fear, coercion, or compulsion of her the said husband. In witness whereof, I have hereunto set my hand and seal, the day and year above written.

BRITTON EVANS, [SEAL.]
Justice of the peace.

State of Pennsylvania, County of Philadelphia.

Be it remembered, that on this fourth day of October, anno Domini 1828, before me, the subscriber, John Hunter, Esquire, one of the justices of the peace in and for the county of Philadelphia, personally appeared Nathaniel Nunneley, the above named subscribing attorney, known to me to be the person duly constituted and appointed attorney for and on behalf of the within named Christopher Scarrow and Sarah his wife, in and by a certain letter and power of attorney, duly executed by the said Christopher Scarrow and Sarah his wife, according to law, bearing date the fifth day of June, anno Domini 1828, and recorded in the office for the recording of deeds, &c. for the city and county of Philadelphia, in letter of attorney, book G. W. R. No. 2, page 129, &c., as reference thereunto had will more fully and at large appear; and by virtue and in pursuance of the authority thereby given, do acknowledge the above deed or instrument of writing to be the respective act and deed of the said Christopher Scarrow and Sarah his wife, the parties therein named, according to the true intent and meaning of the said deed, or instrument of writing, and of the act of assembly in such case made and provided, and desired the same might be recorded as such, according to law. In testimony whereof, I have hereunto set my hand and seal, the day and date above written.

JOHN HUNTER, [SEAL.]
Justice of the peace.

Lycoming County, *sct.*

LYCOMING County, recorder's Office. } Recorded in the office for the recording deeds, &c., in and for said county of Lycoming, as far as the words "forever defend," inclusive on the fourth page, in book T, page 219, &c. In witness whereof, I have hereunto set my hand

and seal of said office, this twenty-fifth day of October A. D. 1828, at Williamsport.

A. TAYLOR, Recorder.

Fees, $4,25 paid.

This indenture, made the sixteenth day of April, in the year of our Lord one thousand eight hundred and thirty, between Jacob Fox, of the district of Southwark, county of Philadelphia, and Elizabeth his wife, of the one part, and Benjamin E. Valentine, of the county of Philadelphia, gentleman, of the other part, witnesseth that the said Jacob Fox and Elizabeth Fox, for and in consideration of the sum of one thousand and sixteen dollars lawful money of the United States of America, unto them well and truly paid by the said Benjamin E. Valentine, at or before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm unto the said Benjamin E. Valentine, his heirs and assigns, all that tract or piece of land, or ground situate above Lick Run, formerly Northumberland, now Lycoming county, beginning at a white oak; thence by land of John Graham, north fifty degrees, west one hundred and eight perches to a white oak; thence by the same and land of Joseph Fearon, north twenty degrees, east three hundred and twenty perches to a Dogwood; thence by land of Robert and William Wilson, south seventy degrees, east seventy-seven perches and an half to a post; thence by land of James Hepburn, south two hundred and sixty perches to a dogwood, and thence by vacant land south fifty-two degrees, west one hundred and twenty-six perches to the beginning: containing two hundred fifty-four acres and allowance of six per cent. for roads, &c., which said tract was surveyed in pursuance of a warrant No. 5615, dated the 19th day of April, 1794, granted to the said Joseph Fearon, and conveyed to the said Joseph Fearon, by patent, under the great seal of the state of Pennsylvania, dated the thirteenth day of September, A. D. 1796, duly inrolled in the rolls' office for the said state, in patent book No. 30, page 141, &c., being the same premises which the heirs of Joseph Fearon deceased, by indenture of partition and release, dated the 13th day of November, A. D., 1827, duly recorded at Lycoming county, in book T, page 219, &c. granted and conveyed to the said Jacob Fox and Elizabeth his wife in fee, together with all and singular the improvements, ways, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of them the said Jacob Fox and Elizabeth his wife, in law, equity, or otherwise howsoever, of, in, and to the same, and every part thereof: to have and to hold the said tract or piece of land, hereditaments, and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Benjamin E. Valentine, his heirs and assigns, to and for the only proper use and behoof of the said Benjamin E. Valentine, his heirs and assigns forever. And the said Jacob Fox and Elizabeth his wife, for themselves, their heirs, executors, and administrators, do, by these presents, covenant, grant, and agree, to and with the said Benjamin E. Valentine, his heirs and assigns, that they, the said Jacob and Elizabeth, their heirs all and singular the hereditaments and premises herein above described and granted, or mentioned, and

intended so to be, with the appurtenances, unto the said Benjamin E. Valentine, his heirs and assigns, against them the said Jacob and Elizabeth, heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under them or either of them, shall and will warrant and forever defend. In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

JACOB FOX, [L. S.]

her
ELIZABETH ⋊ FOX, [L. S.]
mark.

Sealed and delivered in the presence of us,
W. L. HIRST.
H. B. HIRST.

Received the day of the date of the above indenture, of the above named Benjamin E. Valentine, the full consideration money, above mentioned.

JACOB FOX,

her
ELIZABETH ⋊ FOX.
mark.

Witnesses: W. L. HIRST.
H. B. HIRST.

The sixteenth day of April, Anno Domini, 1830, before me, an alderman of the city of Philadelphia, came the above named Jacob Fox, and Elizabeth his wife, and acknowledged the above indenture to be their act and deed, and desired the same might be recorded as such, according to law; she the said Elizabeth, being of full age and by me examined separate and apart from her said husband, the contents thereof being first fully made known to her, declared that she executed, the same voluntarily of her own free will and accord, without any coercion or compulsion of her said husband.

Witness my hand and seal,
S. BADGER, Alderman, [L. S.]

Lycoming County, ss.

LYCOMING County Recorder's Office. } Recorded in the office for recording of deeds, &c. in and for said county, in deed book S, page 773, &c. In testimony whereof, I have hereunto set my hand, and the seal of the said office, at Williamsport, this third day of June, A. D. 1830. J. VANDERBELT, Recorder.

Fees, $1, 31.

This indenture, made the twenty-first day of April, in the year of our Lord one thousand eight hundred and thirty, between Benjamin E. Valentine, of the city of Philadelphia, gentleman, and Ann H. his wife, of the one part, and Matthew C. Ralston, of the said city, merchant, of the other part, witnesseth, that as well in consideration of the sum of one dollar, lawful money, to them in hand paid, by the said Matthew C. Ralston, at the time of the execution hereof, the receipt whereof is hereby acknowledged, and other good and valuable considerations, them hereunto moving, as of the sum of two thousand six hundred fifty-seven dollars fifty cents, mortgage monies, herein-after mentioned, with the interest accrued and to accrue thereon, which he, the said Matthew C. Ralston, has taken on himself and agreed to pay, he, the said Benjamin E. Valentine, and Ann H. his wife, have granted, bargained, sold, released, and confirmed, and

by these presents do grant, bargain, sell, release, and confirm unto the said Matthew C. Ralston, his heirs and assigns, all those five certain tracts or pieces of land or ground, situate in formerly Northumberland, now Lycoming county, in the state of Pennsylvania: one of them above Lick run, beginning at a white oak, thence by land of John Graham, north fifty degrees, west one hundred and eight perches, to a white oak; thence by the same; and land of Joseph Fearon, north twenty degrees, east three hundred and twenty perches, to a dogwood; thence by land of Robert and William Wilson, south seventy degrees, east seventy-seven perches and an half, to a post; thence by land of James Hepburn, south two hundred and sixty perches, to a dogwood; and thence by vacant land, south fifty-two degrees, west one hundred twenty-six perches, to the beginning; containing two hundred fifty-four acres, and allowance of six per cent. for roads, &c.; which said tract was surveyed in pursuance of a warrant, No. 5615, dated the nineteenth day of April, 1794, granted to the said Joseph Fearon. One other of them, called Edinburg, above Saltzman's run, beginning at a white-oak, thence by other land of said Joseph Fearon, south twenty degrees, east one hundred perches, to a post; south sixteen degrees, east one hundred and twenty-four perches, to a post; south sixty-two degrees, west seventy-six perches, to a pine; thence by vacant land, north twenty-two degrees, west one hundred and eighteen perches, to a hickory; north thirty-two degrees, west eighty-three perches, to a white-oak; and north fifty-four degrees, east one hundred and nine perches; containing one hundred and eleven acres, one hundred and sixty-five perches, and allowance of six per cent. for roads, &c.; which said tract was surveyed in pursuance of a warrrant, No. 4843, dated third day of February, 1794, granted to the said Joseph Fearon; one other of them, called Fairfield, on the said Saltzman run, about one mile from the Susquehanna; beginning at a chesnut-oak, thence by vacant land, south seventy-eight degrees, west two hundred and four perches, crossing said run, to a white-oak; south twenty degrees, east one hundred perches, to a post; south sixteen degrees, east one hundred and twenty-four perches, to a post; north seventy-eight degrees, east one hundred and eighty-six perches, crossing said run, to a white-oak; north fifty degrees, east sixty-two perches, to a white-oak; north twenty-nine degrees, west two hundred perches, to the place of beginning; containing two hundred and eighty-six acres, and one hundred and five perches, allowing of six per cent. for roads, &c., which said tract was surveyed in pursuance of a warrant, No. 837, granted to the said Joseph Fearon, dated the fifteenth day of June, 1787, &c: one other of them called "Retreat," on the waters of Saltzman's run, beginning at a post, thence by vacant land, north twenty-eight degrees and an half, west one hundred seventy-seven perches, to a post; thence by land of Joseph Fearon, north seventy degrees, east three hundred eighty-two perches, to a post; thence by vacant land, south twenty-four degrees and an half, east thirty-six perches, to a dogwood; thence by other land of the said Fearon, south twenty degrees, west two hundred and twenty perches, to a pine; and thence by John Graham's improvement, west two hundred and twenty eight perches, to the beginning; containing three hundred and sixty-five acres, one hundred thirty-six perches, and allowance of six per cent. for roads, &c., which tract was surveyed in pursuance of a warrant, No. 5612, dated the 17th day of April, A. D. 1794, granted to the said Joseph Fearon. And the other of the said tracts, called "Belvoir," on the waters of said Saltzman's run, beginning at a pine, thence by other land of the said Fearon, north sixty-two

degrees, east seventy-six perches, to a post; north seventy-eight degrees, east one hundred and eighty-six perches, to a white-oak; north fifty degrees, east sixty-two perches to a white-oak; thence by vacant land, south twenty-four degrees and an half, east two hundred and ten perches, to a post; thence by land of said Fearon, south seventy degrees, west three hundred and eighty-two perches, to a post; thence by vacant land, north eighty-four perches, to a hickory; and north eight degrees, west eighty perches, to the beginning; containing three hundred and sixty-seven acres, one hundred and thirty eight perches, and allowance of six per cent. for roads, &c., which said tract was surveyed in pursuance of a warrant, No. 5613, dated the seventeenth day of April, A. D. 1794, granted to the said Joseph Fearon. The first above described tract of land, Jacob Fox, and Elizabeth, his wife, by Indenture, dated the sixteenth day of April instant, granted and conveyed unto the said Benjamin E. Valentine, in fee. The second and third above described tracts of land, the said Jacob Fox and Elizabeth his wife, by indenture, also dated the sixteenth day of April instant, granted and conveyed unto the said Benjamin E. Valentine, in fee; and the fourth and last above described tracts of land, Christopher Scarrow and Sarah his wife, by the said Jacob Fox, their attorney in fact, by indenture also dated the sixteenth day of April instant, granted and conveyed unto the said Benjamin E. Valentine, in fee; and the said Benjamin E. Valentine, by an indenture of mortgage, bearing even date with the said recited indentures, granted all the said five tracts of land unto the said Jacob Fox, in mortgage, to secure the payment of two thousand six hundred and fifty-seven dollars and fifty cents, in one and two years after the date thereof, with legal interest for the same; together with all and singular the improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property claim and demand whatsoever, of them the said Benjamin E. Valentine, and Ann H. his wife, as well at law as in equity, of, in, to, and out of the same: to have and to hold the said five tracts of land above described, hereditaments and premises hereby granted, with the appurtenances, unto the said Matthew C. Ralston, his heirs and assigns, to and for the only proper use and behoof of the said Matthew C. Ralston, his heirs and assigns forever. Under and subject to the payment of the aforesaid mortgage, debt, or principal sum of two thousand six hundred and fifty-seven dollars and fifty cents, with the interest accrued and to accrue thereon, unto the said Jacob Fox, his executors, administrators, and assigns; and the said Benjamin E. Valentine and his heirs, all and singular the hereditaments and premises hereby granted, with the appurtenances, unto the said Matthew C. Ralston, his heirs and assigns, subject as aforesaid, against him the said Benjamin E. Valentine and his heirs, and against all and every other person and persons whomsoever lawfully claiming or to claim, by, from, or under him, them, or any of them, shall and will warrant and forever defend, by these presents.

In witness whereof, the said parties have interchangeably set their hands and seals hereunto.

Dated the day and year first above written.

BENJAMIN E. VALENTINE, [L. S.]
ANN H. VALENTINE. [L. S.]

Sealed and delivered in the presence of us,

HANNAH H. CRESSON, } [*Seals.*]
A. PETTIT. }

Received, the day of the date of the above-written indenture, of the above-named Matthew C. Ralston, the sum of one dollar, the cash consideration money paid in hand as above-mentioned, for the above granted premises.

BENJAMIN E. VALENTINE.

Witnesses at signing,
HANNAH H. CRESSON,
A. PETTIT.

The twenty-first day of April, A. D. 1830, before me, the subscriber, an alderman of the city of Philadelphia, came the above-named Benjamin E. Valentine and Ann H. his wife, and acknowledged the above indenture to be their act and deed, and desired the same may be recorded as such. The said Ann H. being of full age, and by me examined apart from her husband, declared that she executed the said indenture voluntarily and of her own free will and accord, without any coercion or compulsion of her said husband, and the full contents thereof being by me first made known to her. Witness my hand and seal the day and year aforesaid.

A. PETTIT, [L. S.]
Alderman.

[*Seals.*] Recorder's Certificate.

Lycoming County, *ss.*

Recorded in the office for recording deeds, &c., in *in* and for the said county, in deed book S, page 775, &c. In testimony whereof, I have hereunto set my hand, and the seal of the said office, at Williamsport, this third day of June, A. D. 1830.

J. VANDERBELT, *Recorder.*

This indenture, made the eleventh day of September, in the year of our Lord, one thousand eight hundred and thirty, between Matthew C. Ralston, of the city of Philadelphia, in the state of Pennsylvania, merchant, and Julia his wife, of the one part, and Oliver S. Wolcott, of Litchfield, in the state of Connecticut, of the other part, witnesseth, that the said Matthew C. Ralston and Julia his wife, for and in consideration of the sum of two thousand one hundred dollars lawful money to them paid by the said Oliver S. Wolcott, at the time of the execution hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and confirmed, and by these presents do grant, bargain, sell, release, and confirm unto the said Oliver S. Wolcott, his heirs and assigns, all those two certain tracts or parcels of land, situate in Dunstable township, in the county of Lycoming, and state of Pennsylvania. One of them above Lick run, beginning at a white oak, thence by land of John Graham, north fifty degrees, west one hundred and eight perches, to a white oak; thence by the same, and land of Joseph Fearon, north twenty degrees, east three hundred and twenty perches, to a dog-wood; thence by land of Robert and William Wilson, south seventy degrees, east seventy-seven perches and an half, to a post; thence by land of James Hepburn, south two hundred and sixty perches, to a dog-wood; and thence by vacant land, south fifty-two degrees, west one hundred and twenty-six perches, to the beginning: containing two hundred fifty-four acres, and allowance of six per cent. for roads, &c.; which said tract was surveyed in pursuance of a warrant No. 5615, dated the nineteenth day of April, 1794, granted to the said Joseph Fearon: and the other of the said tracts, called

"Retreat," on the waters of Saltzman's run, beginning at a post, thence by vacant land, north twenty-eight degrees and an half, west one hundred seventy-seven perches, to a post; thence by land of Joseph Fearon, north seventy degrees, east three hundred eighty-two perches, to a post; thence by vacant land, south twenty-four degrees and an half, east thirty-six perches, to a dog-wood; thence by other land of the said Fearon, south twenty degrees, west two hundred and twenty perches, to a pine; and thence by John Graham's improvement, west two hundred and twenty-eight perches, to the beginning: containing three hundred and sixty-five acres one hundred thirty-six perches and allowance of six per cent. for roads, &c.; which tract was surveyed in pursuance of a warrant, No. 5612, dated the seventeenth day of April, anno Domini 1794, granted to the said Joseph Fearon; being the first and fourth of five tracts of land which Benjamin E. Valentine and Ann H. his wife, by indenture dated the twenty-first day of April, anno Domini, one thousand eight hundred and thirty, recorded in Lycoming county, in book S, page 775, &c., granted to the said Matthew C. Ralston in fee; together with all and singular the improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, unto the said hereby granted premises belonging or in any wise appertaining, and the reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever of him, the said Matthew C. Ralston and Julia his wife, as well at law as in equity, of, in, to, and out of the same: to have and to hold the said two tracts or parcels of land above-described, herediaments, and premises aforesaid, with the appurtenances, unto the said Oliver S. Wolcott, his heirs, and assigns, in manner following, to say: as to one full, equal, and undivided thirty-sixth part thereof; the whole in thirty-six equal parts to be divided to and for the only proper use and behoof of the said Oliver S. Wolcott, his heirs, and assigns forever; and as to the remaining thirty-five full, equal, and undivided thirty-sixth parts thereof; in trust to and for the only proper use and behoof of the said Matthew C. Ralston, his heirs, and assigns, and for no other use, intent, or purpose whatever: and the said Matthew C. Ralston and his heirs, all and singular the hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Oliver S. Wolcott, his heirs, and assigns, in manner aforesaid, against him, the said Matthew C. Ralston and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, or any part thereof, by, from, or under him, them, or any of them, shall and will warrant and forever defend, by these presents. In witness whereof, the said parties have interchangeably set their hands and seals hereunto.

Dated the day and year first above-written.

MATTHEW C. RALSTON, [SEAL.]
JULIA RALSTON. [SEAL.]

Sealed and delivered in the presence us,
A. SHIRAS.
R. WILLING, jun.

Received the day of the date of the above-written indenture, of the above-named Oliver S. Wolcott, the sum of two thousand one hundred dollars, being the full consideration-money above mentioned.

Witnesses at signing,

A. SHIRAS.
R. WILLING, jun.

The eleventh day of September, A. D. 1830, before me, R. Willing, jun., an alderman of the city of Philadelphia, came the above-named Matthew C. Ralston and Julia his wife, and acknowledged the above indenture to be their act and deed, and desired the same may be recorded as such. The said Julia being of full age, and by me examined apart from her husband, declared that she executed the said indenture voluntarily and of her own free will and accord, without any coercion or compulsion of her said husband, and the full contents thereof being by me first made known to her.

Witness my hand and seal, the day and year aforesaid.

R. WILLING, jun. [L. S.]
Ald.

[*Seal.*] Recorder's certificate to be added.

Lycoming county, ss.

Recorded in the office for recording deeds, &c., in and for the said county, in Deed book S, page 902, &c., the 25th day of October, A. D. 1830. In testimony whereof, I have hereunto set my hand and official seal, at Williamsport, the day and year aforesaid.

JOHN VANDERBELT, Recorder.

And the said plaintiff, further to sustain the issue on his part, gave in evidence the depositions taken in this case under a commission to Litchfield, in Connecticut. Pro ut the said commission and depositions hereunto annexed.

(B)

JACOB DUBOIS, a citizen of the state of New York, lessee of Oliver S. Wolcott, a citizen of the state of Connecticut, *vs.* JAMES GRAHAM, a citizen of the state of Pennsylvania, with notice to Andrew D. Hepburn, a citizen of the state of Pennsylvania.	In the District Court of the United States for the western district of Pennsylvania, at Williamsport. October Term, 1830, No. 3.

The commission to Litchfield, Connecticut, and the testimony therein contained being confined solely to the question of citizenship, and having no bearing upon the questions intended to be raised in the supreme court of the United States, it is hereby agreed that the said commission and the testimony taken under it, as the same are called for in the bill of exceptions in this case at page 87, need not be attached to or sent up with the said bill of exceptions.

BENJN. TILGHMAN,
Atty. for Plff.
F. C. CAMPBELL,
Atty. for Defd.

The said plaintiff, further to sustain the issue on his part, gave in evidence the service of the ejectment in this case, upon the 23d day of September, A. D. 1830.

Whereupon the said defendant having confessed the lease, entry, and ouster, set forth in the declaration, admitted himself to be in possession of the premises therein claimed; and thereupon the plaintiff rested his case.

And the said defendant, to sustain and prove the issue on his part, offered and gave in evidence the following papers and documents, viz.:

Defendant's Tax Title.

1822, October 11th. Certificate of the judges of the election in Lycoming county, that James Winters, Esq., was duly elected Commissioner for the said county.

1822, October 12th. Oath of office of James Winters, Commissioner, that he will diligently, faithfully, and impartially perform the several duties enjoined on him by the acts of assembly as Commissioner.

1823, October 14th. Certificate of the judges of the election in Lycoming county, dated October 17, 1833, that William S. Montgomery, was duly elected Commissioner for the said county.

1823, October 21. Oath of office of William S. Montgomery, faithfully and impartially to perform the duties of his office as Commissioner.

1824, October 12. Certificate of the judges of the election in Lycoming county, that Daniel Fulmer was duly elected Commissioner for the said county, dated October 15, 1824.

1824, October 21. Oath of office of Daniel Fulmer, faithfully and impartially to perform his duties as commissioner.

1825, October 11. Certificate of the judges of the election in Lycoming county, that Jacob Grafius, was duly elected on said day Commissioner for the said county, which certificate is dated October 14, A. D. 1833.

1825, October Oath of office of Jacob Grafius, faithfully and impartially to perform the duties of his office as Commissioner.

1824, October 14th. To all whom it may concern. Know ye that we, the undersigned Commissioners of Lycoming county, do appoint Robert Fleming, of the township of Bald Eagle, clerk to the board of commissioners for one year, to commence on the 14th day of October, 1824, and end on the 14th day of October, 1825, for which we are to pay him for his services one hundred and twenty dollars,

As witness our hands and seal of office, this 14th day of October, 1824.

Seal of Office. } JAMES WINTERS, WM. S. MONTGOMERY, DANIEL FULLER, } Commissioners.

Attest: ROBT. FLEMING, clerk.

1825, October 14. Re-appointment of Robert Fleming, clerk to the board of commissioners for one year from said date.

1826, October 14. Re-appointment of Robert Fleming, clerk to the board of commissioners for one year from said date.

1824, October 1. At an election held at the house of George W. King, in Dunnsburg, on Friday the first of October, 1824, for the following officers, George W. King had for assessor thirty-four votes, and was duly elected assessor for Dunstable township.

1824, December 6. Oath of office of George W. King: "I, George W. King, duly elected assessor of Dunstable township, for the year 1825, do swear that I will well and truly perform the duties enjoined upon me by the acts of assembly, to the best of my ability and judgment, without favor or affection, hatred, malice, or ill will.

GEO. W. KING, Assessor."

Sworn and subscribed before me, the 6th day of December, 1824.

WASHINGTON DUNN.

Warrant and Assessment of Dunstable Township, for the year 1825:

"*Lycoming county, ss.*

James Winters, Wm. S. Montgomery, and Daniel Fulmer, Esqs., commissioners of taxes for the county of Lycoming, to George W. King, Assessor of the township of Dunstable in the county aforesaid:—You are hereby authorized, required, and directed to give notice to each taxable inhabitant within your township, of the amount they stand rated for, and the rate per cent. of such amount. And you are also directed to make a return to us within thirty days, by noting all the alterations in your township, occasioned by transfer or division of real property, and also noting all persons who have removed since the last assessment, and all single freemen who have arrived at the age of twenty-one years since the last triennial assessment, and all others who *has* since that time come to reside in said township, together with the taxable property such person may possess, and the valuation thereof, an you shall give the like notice of the sum assessed on such person or persons. And it shall be your duty to return two reputable citizens who shall be freeholders of your township, that one of them be appointed collector. And you are further required to subjoin a list of the names of all children between the ages of five and twelve years, whose parents are unable to pay for their schooling.

Given under our hands and seal of office, the 29th day of November, one thousand eight hundred and twenty-four.

Seal of Office. JAMES WINTERS, WM. S. MONTGOMERY, } Commissioners.

Attest: ROBERT FLEMING, Clerk.

No.	Warrantee.	Acres.	Valuation.	Tax.
5615.	Joseph Fearon.	254	$127,00.	$0 95cts.

Endorsed, "Dunstable Township Assessment, for 1825."

G. W. King, Assessor

No. 19, $6 00, 1st February, 1825.

Assessment of road tax for the year, 1825.

We, George Smith and Thomas Welsh, supervisors of the township of Dunstable, and George W. King, assessor of said township, do certify that we have fairly assessed the foregoing tax according to the best of our abilities and judgments. Witness our hands and seals, this 29th day of April, A. D. 1825.

GEORGE SCHMIDT, [L. S.] } Supervisors.
THOMAS WELSH, [L. S.] }
GEO. W. KING [L. S.] Assr.

Dunstable township, Lycoming county.

No.	Acres.	Warrantee.	Valuation.	Tax.
5615.	254.	Joseph Fearon.	$127.00	$1.20.

Endorsed, "list of the unseated land tax in Dunstable township, for 1825. No. 88, $66.60, drew and filed 3d May, 1825."

Quarter Sessions' docket of Lycoming county, return of election of Super-

"George Smith and Thomas Welsh, Supervisors of the highways of Dunstable township, for the year 1825."

Lycoming county, ss.

Seal of Comms. office. "To all whom it may concern. Know ye, that we the undersigned commissioners of Lycoming county, do appoint *Mathew Brown*, Treasurer of Lycoming county, for one year, to commence the first day of January, 1826, and *and* on the first day of January, 1827, and do hereby invest him with all the powers which by law he is entitled to as Treasurer of Lycoming county. In witness whereof we have hereunto set our hands and seals of office, this 3d day of January, 1826.

W. S. MONTGOMERY, [L. S.]
DANL. FULLMER, [L. S.]
JACOB GRAFIUS. [L. S.]

Attest: ROBERT FLEMING, Clerk.

Lycoming county, ss.

"I Matthew Brown, Treasurer of the county" of Lycoming; do swear that I will support the Constitution of the United States, and the Constitution of the Commonwealth of Pennsylvania, that I will perform the duties of Treasurer of said county with fidelity, and according to the best of my judgment and abilities.

M. BROWN.

Sworn and subscribed before A. TAYLOR,
this 17th day of March, 1826.

1826, January, 31st. Bond, penalty $12,000, of Matthew Brown, Samuel T. Brown, and William Brown, to the Commissioners of Lycoming county, conditioned that Matthew Brown, well and truly perform all the duties of Treasurer of Lycoming county, &c. filed in the Commissioner's office.

The defendant also offered in evidence, the following papers; "Warrant of sale to Matthew Brown, Treasurer, 1826."

Lycoming county, ss.

The Commonwealth of Pennsylvania to Matthew Brown, Esq., Treasurer of Lycoming county for the time being, or successor, greeting:

Seal of Comms. office. Whereas, the taxes have been regularly assessed, and become due on several tracts of unseated land, situate in Lycoming county, you are therefore hereby authorized, and commanded that you make out a complete list of the tracts, on which taxes are due, specifying the amount of tax due on each, and after having given at least sixty days' notice, and at least four times in one daily newspaper, in the City of Philadelphia, and in one other newspaper in the county, where such lands lie, notifying the sale of the land for the county and road tax due thereon, and specifying the day and place of such sale, you expose to sale by public auction and outcry the said several tracts of land severally, or so much of them as will satisfy the taxes, together with the costs of sale.

Given under our hands and seal of office, this sixteenth day of February, A. D. one thousand eight hundred and twenty-six.

W. S. MONTGOMERY,
DANL. FULLMER,
JACOB GRAFIUS.
} Commissioners of Lycoming county.

Attest; ROBT. FLEMING, Clerk.

"SCHEDULE OF LANDS FOR SALE."

Treasurer's Sales.

In conformity to an act of assembly, passed the 13th day of March, 1815, and the supplements thereto, will be exposed to public sale, at the court house, in the borough of Williamsport, Lycoming county, on the 2d Monday of June next, at 10 o'clock, A. M. the following described tracts of land, for the taxes and costs due thereon, unless previously discharged.

MATTHEW BROWN,
Treasurer of Lycoming county.

Williamsport, ———, 1826.

Owners.	No.	Qty.	Warrantee and Township.	Tax.
Joseph Fearon's heirs. inter alia.	5615:	254 acres.	Joseph Fearon Dunstable.	$1.90.

But the admission of the said evidence was objected to by the plaintiffs, who insisted that the said warrant and schedule were not legal evidence in this case.

But the said court overruled the said objection, and admitted the said warrant of sale and schedule of lands to be read as evidence to the jury, to which said admission of the said evidence the said plaintiff then and there excepted, and thereupon tendered this his bill of exceptions.

The defendant then gave in evidence the warrant of sale to Matthew Brown, and the schedule of lands for sale, in which schedule the above described tract, No. 5615, 254 acres was contained, as is fully set forth.

The defendant then gave in evidence the Democratic Press, printed in the city of Philadelphia, dated April 6, 1826, containing the advertisement of treasurer's sales of lands in Lycoming county, by Matthew Brown, treasurer, as follows: "Treasurer's sales. In conformity to an act of assembly, passed March 13th, 1815, and the supplements thereto, will be exposed to public sale, at the court-house, in the borough of Williamsport, Lycoming county, on the second Monday of June next, at 10 o'clock, A. M., the following described tracts of land, for the taxes and costs due thereon, unless previously discharged.

MATTHEW BROWN,
Treasurer of Lycoming county.

Williamsport, March 15th, 1826."

And among the tracts advertised for sale, was tract

No.	Acres.	Warrantee.	Township.	Tax.
5615.	254.	Joseph Fearon.	Dunstable.	$1.90.

To which newspaper was attached the affidavit of J. B. De Bree, clerk to John Binns, that the said advertisement of unseated lands in Lycoming county, was published in the daily Democratic Press, on the third, fourth, fifth, and sixth days of April, A. D. 1826. Sworn and subscribed before G. Bartram, ald., on the 17th day of July, A. D. 1826.

Also, the Lycoming Gazette, printed in the county of Lycoming, dated April 5th, 1826, containing the same advertisement of unseated lands, as is above set forth, and of the same date, and including the above described tract No. 5615: 254 acres. Warrantee, Joseph Fearon.

The defendant further, to maintain the issue on his part, gave in evidence the sale book of unseated lands in Lycoming county, containing the list of

lands sold for taxes, of which the following was read, viz: "Sales of unseated lands in Lycoming county, in pursuance of an act of assembly, passed the 13th day of March, 1815; commenced this day at the court-house in the borough of Williamsport. June the 12th, A. D. 1826.

M. BROWN, Treasurer.

No.	Warrantee,	Qty.	Township,	Tax.
5615.	Joseph Fearon.	254 acres.	Dunstable.	$1.90.
Costs,	1st Qty. 2d.	3d.	To whom sold.	Amt. of sale,
$3.62½.	100 acres. 200 acres.	254 acres.	A. D. Hepburn.	$5.52½ cts.

To whom deeded, A. D. Hepburn.

1826, July 15, Deed, Matthew Brown, treasurer, to Andrew D. Hepburn, as follows:

To all to whom these presents shall come: I, Matthew Brown, Esquire, treasurer of the county of Lycoming, in the commonwealth of Pennsylvania, send greeting: Whereas, a tract of unseated land, situated in Dunstable township, in said county of Lycoming, containing two hundred and fifty-four acres and —— perches, surveyed and returned to the board of commissioners of the county of Lycoming, in the name of Joseph Fearon, No. 5615, was rated, charged, and assessed, pursuant with the laws of this commonwealth, for raising county rates and levies, with the payment of divers taxes, to wit: county and road taxes, amounting to one dollar and ninety cents, legally due, and unpaid on said tract: and, whereas, the treasurer of the said county of Lycoming, gave sixty days' notice in one daily newspaper of the city of Philadelphia, and one other newspaper of the county of Lycoming, that county and road taxes were due upon the unseated lands in the said county, and unless discharged within sixty days, would make sale of every tract on which one or more than one years' county and road taxes would remain due: and whereas no person appeared to pay the said taxes assessed and charged upon the said lands, and costs necessarily accrued thereon, within sixty days from the publication of said notice: and whereas the taxes and necessary costs so remaining unpaid, the commissioners of said county of Lycoming, to wit: William S. Montgomery, Daniel Fullmer, and Jacob Grafius (or a board of them), issued their warrant under their hands and seal of office, duly attested by Robert Fleming, clerk to the said board of commissioners, bearing test at their office in Williamsport, the sixteenth day of February, in the year of our Lord one thousand eight hundred and twenty-six, in pursuance of the act of the general assembly, entitled "an act directing the mode of selling unseated lands for taxes," passed the third day of April one thousand eight hundred and four, and the several supplements thereto, and to me directed: I was commanded to make sale of the said tract of land or such part thereof as might be found necessary to discharge the said one dollar and ninety cents, county and road taxes, together with three dollars sixty-two and an half cents costs, duly assessed and due thereon, by public outcry, at the court-house in the borough of Williamsport, on the twelfth day of June (then) next, after the date of the said warrant, after having given due and lawful notice agreeably to the directions of the said acts of the general assembly, and the moneys arising from such sale, to have before the commissioners of said county, on 6th day of Sept. then next following, to satisfy and pay the taxes and costs aforesaid, and all costs necessarily accrued on this proceeding; and that I should make and execute a deed or deeds in fee simple to the purchaser or purchasers, and the overplus

(if any) I should dispose of according to law, and that I should have then and there the said warrant. And, whereas, I the said Mathew Brown, after having given at least sixty days' notice in the Lycoming Gazette, and one daily newspaper printed in the city of Philadelphia, stating that the sale of unseated lands for arrearages of taxes would commence the twelfth day of June in the year of our Lord one thousand eight hundred and twenty-six, at the court-house aforesaid, did commence the sale of the said lands by pubilc vendue and outcry: when the said tract was sold as aforesaid, (a part thereof being found not sufficient to pay the taxes and costs due thereon), to A. D. Hepburn, of the borough of Williamsport, for the price or sum of five dollars and fifty-two and an half cents lawful money of the United States, he being the highest bidder and that the highest and best price bidden, for the same. Now know ye, that I, the said Mathew Brown, Esquire, treasurer of the county of Lycoming aforesaid, for and in consideration of the sum of five dollars and fifty-two and an half cents lawful money of the United States [it being the amount of taxes and costs accrued on the said tract of land] to me in hand paid by the said A. D. Hepburn, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents according to the directions and by force of the said recited warrant and acts of assembly, do grant, bargain, and sell unto the said A. D. Hepburn, his heirs, and assigns, all that aforesaid tract of land sold at public vendue aforesaid, and situated as aforesaid; together with all and singular the ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining: to have, and to hold the said premises hereby granted to him, the said A. D. Hepburn, his heirs and assigns, to the only proper use, benefit, and behoof of him, the said A. D. Hepburn, his heirs and assigns, forever, according to the form, force, and effect of the several acts of assembly, in such case made and provided.

In witness whereof, I, the said Mathew Brown, have hereunto set my hand and seal, the fifteenth day of July, in the year of our Lord one thousand eight hundred and twenty-six. M. BROWN, Treasurer, [SEAL.]

Sealed and delivered in the presence of

JOHN TURK.

T. CORYELL.

Received on the day of the date of the foregoing instrument of writing, the full consideration money therein mentioned.

M. BROWN, Treasurer.

Teste: T. CORYELL.

Lycoming County, ss.

Seal of Common Pleas. } At a court of common pleas, held at Williamsport, in and for the county of Lycoming, on the fourth day of September, in the year of our Lord one thousand eight hundred and twenty-six, before the judges of the said court, Mathew Brown, treasurer, in and for said county, appeared in his proper person in open court, and acknowledged the foregoing deed-poll to be his act and deed, pursuant to the act of assembly in such case made and provided.

In testimony whereof, I have hereunto set my hand, and the seal of the said court, the same day and year.

T. CORYELL, Prothy.

And thereupon the said defendant rested his case.

Whereupon the said plaintiff further to sustain and prove the issue on his part, gave in evidence the deposition in writing of Robert Quay, Esq., as taken on the part of the plaintiff, on the 17th day of February, A. D. 1831. Also another written deposition of the said Robert Quay, Esq., as taken on the part of the defendant on the 31st day of May, A. D. 1832, *pro ut* copies of the said two depositions hereunto annexed, page 101.

[IN THE DISTRICT COURT *Court* OF THE UNITED STATES *for the Western District of Pennsylvania, of October Term*, A. D. 1830.

Anthony.	JACOB DUBOIS, a citizen of New York, &c.	Ejectment, &c., No. 3.
	vs.	And now, to wit, Feby. 4, 1831, plaintiff's attorney enters a rule to take depositions on the part of the plaintiff under the rules of court.
Parsons.	JAMES GRAHAM, with notice to Andrew D. Hepburn, a citizen of Pennsylvania.	

Certified from the record of said court. In testimony whereof, I have hereunto set my hand and seal of office, at Williamsport, this 4th day of February, 1831.

[SEAL.] JAMES ARMSTRONG, Clerk.

SIR,—Take notice, that in pursuance of the above rule, the depositions of witnesses to be used in evidence on the trial of this cause, will be taken on the part of the plaintiff at the dwelling of Robert Quay, Esquire, in the township of Dunstable, in the county of Lycoming, and state of Pennsylvania, on the seventeenth day of February, A. D. 1831, between the hours of twelve o'clock at noon and nine o'clock in the evening of said day, when and where you will please to attend.

J. B. ANTHONY, Plff.
Feby. 4th, 1831.

To A. D. HEPBURN, Esq., Deft., and
A. V. PARSONS, Esq., his Atty.

Lycoming county, ss.

J. B. Anthony, on his solemn oath, deposeth and saith, that he served a copy of the within rule and notice personally on Andrew D. Hepburn within named, and also on his attorney A. V. Parsons, Esq., this day, and left the said copy with the said A. D. Hepburn, and also a copy with A. V. Parsons, Esq., his attorney, in the within suit.

J. B. ANTHONY.

Sworn and subscribed before me, this 4th day of Febry., 1801.
JAMES ARMSTRONG, Clerk.

JACOB DUBOIS, a citizen of New York, &c., *vs.* JAMES GRAHAM, with notice to Andrew D. Hepburn, a citizen of Pennsylvania.	In the District Court of the United States for the western district of Pennsylvania, of October term, A. D. 1830. No. 3. Ejectment, &c.

In pursuance of the rule of the said district court hereto annexed, on the

17th day of Feby., A. D. 1831, at the dwelling-house of Robert Quay, Esquire, in the township of Dunstable, in the county of Lycoming, and state of Pennsylvania, between the hours of twelve o'clock at noon and nine o'clock in the evening of said day, the deposition of the said Robert Quay, Esquire, he being first duly sworn according to law, is taken as follows, before me the subscriber, the prothonatory of the court of common pleas of Lycoming county aforesaid.

I understand the tract of land in dispute to be the one that Mr. Hepburn's coal is on. A paper marked A, Feb. 17th, 1831, pro ut. This paper my son brot. from the office, and I believe is in his hand-writing, but of this I am not fully certain. He told me he took it from the records. I think the tract in dispute is on this paper, to wit: No. 5615, warranted, Joseph Fearon 254 acres, taxes $1.90; sold to A. D. Hepburn. After I had learnt that Mr Hepburn had bought the said tract of land at treasurers' sales, I considered myself in duty bound, from the advice of Joseph Fearon advising me to come here stating that I should make them my own some day, I then advised my son to take the money and go to Williamsport, and get Robert Fleming to go with him to the treasurer of Lycoming county; I told him that Mr Fleming would understand better how to transact the business than he would; I told him to go and pay off the debt, interest, and cost, and redeem the property back again; when he came back, he told me he had followed my *my* directions, and got Mr. Fleming to go with him to the treasurer; he said he proposed it to the treasurer to pay the money and redeem the land; the treasurer told him that he would not take the money without the approbation of Mr. Hepburn; he and Mr. Fleming went to Mr. Hepburn (so my son told me), and told Mr. Hepburn they came to redeem the land; he said Mr. Hepburn refused to take the money, and said he would not give it up; my son said that Mr. Hepburn told him that there was an understanding between him and the owner of the land, that he was to have it by some contract; Mr. Fleming thus told him there was no use of going any further into it, but to bring a writ of ejectment, I think the two years would have expired in June, and this was at the May court that I sent my son; some time after this, in a private conversation between Mr. Hepburn and me concerning the said tract of land, Mr. Hepburn told me that he related to Mr. Fox the owner of the land, that my son had been with him to redeem it; Mr. Fox made this reply to him, that the rascal wished to redeem it for the purpose of taking the timber off the land; I made no further inquiry about it; this is all I recollect at present.

1. Question by plaintiffs' counsel.—Did Mr. Hepburn, or not, after the Treasurer's sale of the tract of land in question, apply to you, to purchase it; if yes, what was said upon that occasion?

Answer.—I do not recollect whether it was before or after the Treasurer's sales. I was in Williamsport, and Mr. Hepburn, and myself got to talking about the said tract of land. Mr. Hepburn said he would wish to purchase it from me, if he could get it at a fair price; and told me what he would be willing to give me, per acre, but I do not recollect the sum he offered me; but at any rate, I did not feel myself authorized to sell to any one because it was an undivided property; and I considered that it would not be right for me to make a contract with Mr. Hepburn, for by that means I might put him and myself both into difficulty, it being the impression on my mind, that the property had not been divided at that time; I did not know to what of the heirs it would fall to.

2. Question by do.—Did Mr. Hepburn, or not, request you not to say any thing of your offer aforesaid, to redeem the said tract?

Answer.—I told Mr. Hepburn that I did not wish to have any thing more to say; that it was out of my hands. Mr. Hepburn made this reply; that he did not wish me to communicate any thing of my knowledge of the affair. The impression on my mind was, that Mr. Hepburn did not wish me to have any trouble. I have had a great deal of trouble about this land, and did not wish to have any more.

3. Question by do.—At what time were you informed of the division of the tracts of land belonging to the estate of Joseph Fearon, in Lycoming county, and whether at that time, you were informed or not, to whom the tract of land the subject of this suit, fell, in the division?

Answer.—It was after the year 1825, that the deed of partition was put into my hands, but at what time, as appears by record of the deed, in Deed Book 2, page 575; in the Recorder's office of Lycoming county, certificate of Recorder, dated September 12, 1825. It was a good while after that event, before I reached the knowledge to whom the different tracts belonged.

4. Question by do.—Did you, or did you not know at the time you sent your son to redeem the land, to which of the heirs this tract belonged?

Answer.—I do not recollect that I knew to which of the heirs it belonged; I think I knew that it belonged to the opposite heirs, but did not know to what particular one.

5. Question by do.—Did you act, or not, as the agent of the heirs of Joseph Fearon, and were you one of the said heirs?

Answer.—I never was employed by any of the heirs to do business for them, excepting to attend to some law suits; I considered that I had no right to look after these lands; when my brother-in-law, in Philadelphia, James Fearon was an administrator of the real and personal estate of Joseph Fearon; that he had a right, under the tenor of his oath, to attend to these matters, and not let the lands be sold, having the money in his hands to do it; but when I found that he had not done it, I considered myself in duty bound, as one of the heirs of the estate, to redeem the land if sold at treasurer's sale, considering that if those lands fell into the hands of the other heirs, that *that* they would certainly compensate me for my trouble, and the expenses. I was one of the heirs.

6. Question by do.—Did you or not send your son, as your agent, to redeem the land?

Answer.—I did; and whatever he would have done with Mr. Hepburn would have assented to.

1. Question by the defendant's counsel.—When did Joseph Fearon, the former owner of this land, die?

Answer.—In the spring of the year 1810.

2. Question by do.—Had you any authority from the heirs of Joseph Fearon, Abel Fearon or William Fearon, to redeem the land in dispute?

Answer.—Not any.

3. Question by do.—Had you any authority from Jacob Fox to redeem the land in question?

Answer.—Not any; I did not know the man.

Question by do.—Did you ever have any communication with Jacob Fox, by letter or otherwise?

Answer.—Not any in any shape or form.

4. Question by do.—At the time that you sent your son to redeem the land, did you know that Jacob Fox was one of the heirs of Fearon estate?

Answer.—That I cannot recollect.

5. Question by do.—Had you paid taxes on the tract in dispute, or on any of the tracts of unseated lands since the death of Joseph Fearon, belonging to said estate?

Answer.—I did not.

6. Question by do.—Did you ever pay the taxes on Joseph Fearon's lands without a special order from him?

Answer.—I have paid the taxes with a special order, and I have paid them without such order, during his life time.

7. Question by do.—Did you know who the real owner of the tract in dispute was, at the time you sent your son to redeem it?

Answer.—I do not recollect whether I did or not; I knew that it belonged to the opposite heirs; I wished to make myself the owner of the land by some fair means, for the purpose of getting timber for my mill; we did not know then that there was coal on it.

8. Question by do.—Did your son, Robert Quay, jr., cut house logs on the tract of land in dispute, by your direction?

Answer.—I think not by my direction, but believe he did cut some of his own accord; I think this was before I sent him to redeem the land; but when Mr. Hepburn refused to give up the land, he never took a stick away.

9. Question by do.—Did you suppose, at the time you sent your son to redeem the land in question, that it was the property of the heirs of William Fearon?

Answer.—This I do not recollect, only so far I knew it belonged to some of the heirs; it appears to me that I knew that it belonged to some of the opposite heirs, but of that I am not certain.

10. Question by do.—Would you have sent him to redeem it, if you had really known that it belonged to the heirs of Abel Fearon?

Answer.—I think I would, upon the account that Joseph Fearon, in his life time, allowed me to have the use of this property for my mill, and I thought I could make it my own by some fair and honest means, if it should fall into the hands of the other heirs; I thought as Joseph Fearon, in his life time, had allowed me to have it, that I considered that I had the best right to it, but I knew I could not get it if it fell into the hands of the other heirs, without their consent, but still I thought in their goodness, they would give me the land, by making them compensation for it; the fact is, expected to give them other lands in exchange for it.

11. Question by do.—How was you an heir to Joseph Fearon, decd.?

Answer.—By right of my wife, daughter of William Fearon, who was the brother of Joseph Fearon, and who died without any children.

12. Question by do.—How many brothers and sisters did Joseph Fearon leave?

Answer.—Two, Abel, and William Fearon.

13. Question by do.—Why did you not offer to redeem all the tracts that belonged to the Fearon estate that had been sold for taxes, at the time you offered to redeem the tract in dispute, if your duty to redeem any?

Answer.—I did not know where to hunt the purchasers, or where their places of residence was; if I had, I certainly would have sent to them and

redeemed them, if money would have done it; I considered of great importance to us heirs that it should have been done.

14. Question by do.—Did the other tracts belong to the heirs of William Fearon?

Answer.—I think they did, I am sure two of them did.

15. Question by do.—Was it as early as 1826, that you had the information of the division of the Fearon estate before spoken of, between the heirs of Abel and William?

Answer.—I think I had a knowledge of the division between the two brothers, heirs, as early as that time; it was some length of time after I knew the division, before I reached the knowledge of who owned the different tracts.

16. Question by do.—Was it as early as October, 1825, that you knew of said division?

Answer.—I cannot say; it probably was.

17. Question by do.—At the time you sent your son to redeem the land as above mentioned, had you, by right of your wife, any interest in the tract of land now claimed by Mr. Hepburn?

Answer.—Not any from the time of the division between the heirs of Abel and William Fearon. ROBT. QUAY.

Taken, sworn, and subscribed before me,
the said prothonotary, as aforesaid.
J. Wood, Prot.'

Filed, Feb. 19, 1828.

Paper referred to, marked A.

5615.	Joseph Fearon.	254 Acres.	Tax $1.90.	Sold to A. D. Hepburn.
	Samuel Dunn.	440 Acres.	" 3.30.	Sold to Wm. Harris.
5680.	Joseph Fearon.	441 Do.	" 3.30.	Do. Peter Bur.
3884.	Jos. Fearon.	77.80 pr.	" 56.	Do. Do.
837.	Do.	286.105.	" 2.12.	Do. Jno. Thompson.
5613.	Do.	367.138.	" 2.76.	Do. Jno. Thompson.

Endorsement. Tax list of sale, 5 Sept., 1827.
Marked A, Feb. 17, 1831.

In the District Court of the United States *for the Western District of Pennsylvania, of October Term*, A. D. 1830. *No.* 3.

Jacob Dubois, a citizen of New York, &c.
vs.
James Graham, with notice to Andrew D. Hepburn, a citizen of Pennsylvania.

In pursuance of the rule of said district court hereunto annexed, on the 31st day of May, A. D. 1830, at the dwelling of Robert Quay, Esq., in the township of Dunstable, in the county of Lycoming, and state of Pennsylvania, between the hours of ten and four o'clock of said day, the deposition of the said Robert Quay, Esquire; he being first duly sworn according to law, is taken before me, Asher Davidson, a commissioner, appointed in the annexed rule, as follows:—

I understand the dispute is about a tract of land, lying above Lick Run, now occupied by the M'Donnels, as a coal mine.

Question 1st.—After the tract of land in dispute was sold by the treasurer

of Lycoming county for taxes, to whom did you send your son Robert to redeem the land?

Answer.—I gave him money, and told him to go to Mr. Hepburn, and redeem the land now in dispute; before he started away, I told him to get Robert Fleming to go along with him; I told him he had been an old clerk in the commissioner's office, and I thought Fleming understood how it should be done better than son or myself; my impression at that time was, that it should be got back from the purchaser; and whatever contract Robert would have made with Mr. Hepburn I would have agreed to; and I wrote a line by him to Mr. Hepburn to that effect; I deputed my son to transact the business in my behalf; my directions to him were to go to Mr. Hepburn; whether I mentioned any thing in relation to Mr. Hepburn in the paper I do not recollect; but my instructions were for him to call on Mr. Hepburn with the paper. When he came back, he told me he had obeyed my orders; had called on Mr. Fleming, and Mr. Fleming took him to the treasurer, and there offered to redeem the land at the treasurer's office—the treasurer said he would not take the money without the approbation. He said they then went to Mr. Hepburn, and Mr. Hepburn refused to give up the land in question, stating that the land belonged to a certain Fox, in Philadelphia; my son told me that when Fleming and him came out of Mr. Hepburn's, he asked Fleming what must be done; Fleming told me he could do nothing but take out a writ of ejectment.

Question 2d.—What was your object when you sent your son Robert to Williamsport at the time referred to above?

Answer.—In the first place my uncle Joseph Fearon advised me to go into that region of country and build a saw-mill, and I should have the benefit of those lands for the mill. When I understood the lands were sold for taxes, I immediately intended to try to redeem them, and I understand Mr. Hepburn was the purchaser. I understood that unless the land was redeemed within two years, it could not be redeemed at all; I understood my son was to redeem it from Mr. Hepburn; I did not understand that my son was to go to the treasurer.

Question 3d.—For whose benefit did you wish to redeem the land?

Answer.—I intended to make it my own by some fair and honest mean.

Question 4th.—Did you, or did you not direct your son Robert to get a transfer of Mr. Hepburn's title to yourself when you sent him to redeem it?

Answer.—I directed Robert to get Mr. Fleming to go with him and have the thing done correctly; I expected to get some thing to show for the payment of the money, had it been redeemed; I do not recollect of any thing being said about a transfer of the title.

Question.—Did you or not intend to redeem this land for the benefit of Jacob Fox?

Answer.—I think I did not know that Jacob Fox was the owner of the land, or that there was such man in the world.

Question 5th.—Did you, or did you not attend to any law-suit for the heirs of Joseph Fearon?

Answer.—I attended to only one, and that was the Tangus Scutack property which terminated in May, 1824.

Plaintiff's' Attorney cross-examined.

Question 1st.—Did you or *not* know at the time you sent your son to redeem those lands, that the county treasurer was authorized to receive the redemption-money?

Answer.—I did not; I thought the purchaser was the one that had a right to receive the money and no other person; I never had seen the act of assembly, and had understood it must be redeemed within two years.

Question 2d.—Were other lands of the Fearon estate sold at treasurer's sale, if so were they redeemed or not?

Answer.—There were two other tracts: one of 77 acres, the other 441 acres; they were not redeemed. The reason why they were not redeemed was, that I did not know who the purchasers were; if I had thought the treasurer had a right to receive the money, I would have redeemed them.

Question 3d.—When your son returned, did you approve of the course pursued by him?

Answer.—I did approve of it because from his own conversation he had done all I requested.

Question 4th.—Was it your object or not to redeem the land from the treasurer's sale?

Answer.—It certainly was, or I would not have sent him down.

Question 5th.—What was your reason for requesting him to call on Robert Fleming?

Answer.—The reason was, that I wanted the business done correctly.

Question 6th.—Did you give your son any money to redeem the land?

Answer.—I did, but how much I cannot recollect; I thought I gave him enough to pay the debts, interest, and costs.

Question 7th.—What do you mean by authorizing your son to contract with Mr. Hepburn?

Answer.—I allowed Mr. Hepburn was the proper person to receive the money, and I thought I could get the land from no other person.

Question 8th.—What do you recollect on your sons returning from Williamsport was said relative to Mr. Hepburn's conversation concerning a contract with the owner for the land?

Answer.—I think my son did not mention that Mr. Hepburn had any contract with any person for the land, but related that he intended to try to get the lands by giving other lands in lieu of it, and that Mr. Hepburn said he would not give up the land.

Question 9th.—Had you any authority over the lands in the lifetime of Joseph Fearon?

Answer.—I had all the privileges that a man could have, and they were never countermanded by any one till after the lands were sold at treasurer's sale.

Quest. 10.—Did you exercise acts of ownership over these land, and if so, till what time?

Answer.—I did from 1803 till the time my son went to Mr. Hepburn to redeem them, and from that time I have had nothing to do with them.

Question 11.—What acts of ownership did you exercise over this particular tract No. 5615; and did you or not cut timber before the treasurer's sale, and by whose authority?

Answer.—By the authority of Joseph Fearon the owner I cut timber on it and did as I thought proper with it, and if a neighbour cut a stick he asked my liberty to do it.

Question 12.—After the death of Joseph Fearon was your authority continued or countermanded by the heirs?

Answer.—It never was; I never paid any taxes after the death of Joseph Fearon; no person ever countermanded or continued my authority; we

always depended on the administrator of Joseph Fearon to pay the taxes: there was none of the heirs ever complained of any thing I did on the land.

Question 13.—Did the heirs know of your having charge of these lands?

Answer.—William Fearon's heirs did know that I had charge of these lands belonging to the estate of Joseph Fearon.

Question 14.—When you sent your son to redeem this land did you know to which branch of Joseph Fearon's heirs the land belonged?

Answer.—I do not recollect whether I knew or not.

Question 15.—Did not your son Joseph transact business for you respecting this land?

Answer.—He did, and attended to the division of them.

Question 16th.—Had you any charge for superintending these lands, if so, who paid you, and when?

Answer.—For my services all the heirs of William Fearon and one of Abel Fearon, viz. Joseph Fearon, paid me; Christoper Scarrow, and Jacob Fox have not paid any thing; I sent the acct. of Jacob Fox by William P. Farrand to Philadelphia last summer for services respecting these lands; Mr. Farrand told me he got nothing from him; these services were rendered between the years 1810 and 1824.

Quest. 17.—Do you know of any other person having charge of these lands?

Answer.—I do not.

Quest. 18.—Was your son Robert living with you at the time you sent *him to redeem these lands?*

Answer.—*He was,* and transacting business for me.

Question by defendt.—Which set of heirs did the two tracts of land, 77 acres and 441 acres, belong?

Answer.—They belonged to the heirs of William Fearon, decd.

Question 2d.—Are you a party to the division of the estate of Joseph Fearon, decd.; between the heirs of William Fearon and Abel Fearon; and have you signed the deed of partition?

Answer.—I am, and have signed deeds of partition?

Question 3.—In whose hand-writing is the paper marked A, dated 17 Feb., 1831, referred to in your previous deposition?

Answer.—I think it is the hand-writing of my son Joseph F. Quay.

Question 4.—Did your son Robert, on his return from Williamsport, inform you that he had made no tender of the money to the treasurer?

Answer.—My impression is, that he informed me that he did not lay down the money to Mr. Hepburn.

Question 5.—Was there any coal known to be on the tract at that time, that is the tract in dispute?

Answer.—None that I knew or heard of.

Question 6.—Do you know whether William P. Farrand is the agent of Matthew C. Ralston or not?

Answer.—I do not know; I have heard him say he was doing business for other men.

Question 7th.—Did ever any one suggest the propriety of your making out an acct. against Jacob Fox?

Answer.—No one ever suggested any thing of the kind; I merely requested Mr. Farrand to carry it to Philadelphia for me.

Question by plff.'s counsel.—Whom did you inform that you wished to make any explanation of your former deposition, and when?

Answer.—I never informed any person that I wanted an explanation.

Question 2d.—Did not A. D. Hepburn state to you, that you had stated differently in your former deposition from what you afterwards related to *to* him in conversion?

Answer.—A. D. Hepburn related to me then that my deposition stated in the first place that I would not redeem for the heirs, and in another place I had stated that I would redeem for them. I then stated to Mr. Hepburn that there must be a gross mistake in the question or answer.

Question 3.—When and where did this conversation take place?

Answer.—It was two or three weeks ago in this room; no one was present; I think at that time Mr. Hepburn stated it might be necessary to take my deposition over again; Mr. Hepburn called on me in relation to this business; Mr. Hepburn also stated that there were some things in the deposition that appeared dark, and he wished them explained; I stated that *I* would also wish an explanation as I was weak and sick when the deposition was first taken, and that I might have committed errors; I have now heard read my former deposition, and believe it to be substantially correct, with the exception of those parts I have herein corrected.

ROBT. QUAY

Sworn and subscribed before me, this 31st day of May, A. D. 1832, between the hours of 10 and 4 o'clock, in the presence of J. B. Anthony, Attorney for Plffs., and A. D. Hepburn, Esq. Defd.

ASHUR DAVIDSON, Commissioner

Filed June 4, 1832.

(*Deposition of Jacob Snyder.*)

In pursuance of the annexed rule personally appeared before Joseph Wood, Prothy., of the court of common pleas of Lycoming county, at the prothy. office at Williamsport, on Tuesday, the 15th November, A. D., 1831, between the hours of nine o'clock, A. M., and four o'clock, P. M., of said day, Jacob Snyder, a witness on the part of the defendant, who being duly sworn according to law doth depose and say, that about two weeks before the election, three years ago, I went down early, and a few were in the tavern where I come. Jacob Fox sent for me to the tavern, when I come there, they told him that I was the man that had an improvement on the land in Wayne township. Fox said I must get in the carriage and go with him to Ferguson's and he would show me the title papers; we went together to Ferguson's, and he took out a trunk and showed me a bundle of papers; he looked at me and said I own the Crawford and Lyon tract. I asked him how he came by the tract; I told him Mr. A. Hepburn, owned that tract; he said he had satisfied Andrew Hepburn for it, he handed me the draft of the land in Wayne township, that I had an improvement on, and there was no more said about the Crawford and Lyon tract, at that time. I went home and left him; about two weeks afterwards, at the election, I told *him* I expected he had given Mr. Hepburn something handsome to get his land back; Mr. Fox said he had given him a tract on Lick run for it; he asked me if I would take charge of the Crawford and Lyon tract, and prevent people from cutting timber; he told me he would give me two dollars a year for taking care of the land. I did take care of it for him, all I could, and have the care of it now. I am acquainted with the lines of the tract mentioned in the diagram, marked A.

dated, Nov. 15, 1831, hereunto attached. I have been to every corner of the tract; I live on the adjoining tract, called Walker tract. I articled with Mr. A. Hepburn a number of years ago, for the Crawford and Lyon tract, and being disappointed in getting the money from New Jersey, I gave up the article and the land to Mr. Hepburn; seven or eight years before I saw Fox. I was informed by Z. P. Lea, constable, that Kryder's were cutting shingle timber on this tract. I sent word by the constable to them to stop them cutting. I went up the north part of the tract and saw where timber had been cut; this was after Fox told me to take care of the land.

Cross examination by Joseph B. Anthony, Esq., plff.s' counsel, reserving all exceptions to the competency of the witness and the matter contained in his deposition and every part thereof.

Fox said nothing further about him and Hepburn, only that he had given him the Lick run tract, for the Crawford and Lyon tract; he said nothing about any writing between them. I did not ask him any question about them. I do not know precisely when Mr. Hepburn got possession of the Crawford and Lyon tract; it was ten or fifteen years ago, or more, I think. I don't know what title Mr. Hepburn had to it; he was to give me a warrant deed for it; I never saw his title papers; I never saw Fox since he promised me the two dollars a year. My claim does not interfere with the Crawford and Lyon tract; it only adjoins it; and further this deponent saith not.

JACOB SNYDER.

Sworn and subscribed before the commissioner, the 15th day of Nov. 1831.

J. WOOD, Prothy.

Filed, Nov. 19, 1831.

The plaintiffs also offered and gave in evidence by Robert Quay, junior, a witness, duly sworn and examined, as follows, viz.:—

(*Robert Quay, jun.*)

In 1828, in May, before our May court a few days, my father gave me a written power to redeem this tract of land; directed me to get Robert Fleming to go along with me; I did go; Fleming went along; we went to the treasurer, William Harris, in his office; Mr. Fleming told me he had come to redeem that tract of land; the treasurer told him that he could not receive the money of us; that it did not belong to my father; that it belonged to one Mr. Fox of Philadelphia; Mr. Fleming insisted he should take the money, that my father was one of the heirs, that we were then ready to pay the money; Mr. Fleming also took the book and calculated the amount of it; I cannot recollect the sum now; the treasurer said he could not, or would not receive the money. We then went to Andrew D. Hepburn to see what he would say. Mr. Fleming told him what our business was. He said he would not agree that I should redeem the land; that he allowed to keep it, but was, or had allowed, to give Fox land in place of it on Chatham's run; he did not want the land for nothing, allowed to give him other land in place of it. We then left Mr. Hepburn. My father gave me money to redeem this land; I had it with me in the office. If the treasurer had not told me it did not belong to us, I would have paid it. I had no other business down than to redeem that land; came about 32 miles; I lived with my father and had money enough with me to redeem it; I had then cut timber on it myself on this same tract in dispute; my father had care of that land as I always understood; I am past 26 years old.

Cross-examined. When I returned, I informed my father, who said he would not bother his head any more about it; I told him the treasurer said Jacob Fox, of Philadelphia, was the owner. He said he would not bother his head more about it; father did not inform me it belonged to any one in particular of the heirs; I don't recollect that treasurer told me he had seen Mr. Fox in Philadelphia; after he refused, I did not renew offer to redeem; I did not know Fox, of Philadelphia, at that time; my father nor I had no authority from Fox to redeem the land; the intention of our redeeming was to cut timber on the land; I allowed to make lumber on it, and I had made some logs. My brother Joseph, and J. Grimes, and I talked of it, but no agreement.

I know my father cut timber on other land belonging to the heirs; can't say as to this. After being at treasurer's cut no more on the land; did not take off what I had cut. I did not see Jacob Fox to know him in fall of 1828. Never saw Fox to know him till I came to court this time. Never communicated to him the offer I had made to the treasurer.

I brought down with me the paper marked A, attached to Robert Quay's deposition; I returned it to my father; I did not offer to redeem any other tract; I did not know Wm. Harris then; this tract is better than two miles from my father's saw-mill, and more than half a mile from the river; it was at that time middling well timbered. Some of the others are nearer but more unhandy; I cannot remember any talk with Graham like a contract; we talked together; I cut no timber on this tract before it was sold for taxes; I did not know that Jacob Fox was married to one of the Fearon's heirs when I came to redeem; I am not acquainted with the mountain tracts allotted to my father; I do know those near him; the tract No. 5615 has since had a good deal of timber taken off—since I came to redeem; there is a coal mine opened on it.

Don't recollect that treasurer did explain who Jacob Fox was; when I left the treasurer's office, I went to Mr. Hepburn to redeem the land; no coal then discovered on the land; I had heard Henry Yost talk of coal; I was not directed to redeem any other tract in particular; father said if I had money enough left I might redeem a tract of 77 acres back of my father, afterwards sold to James Hepburn; it fell to my father; tract No. 5680 fell to my father; I did not offer to redeem; allowed it was not worth while to try to redeem any others; as treasurer refused to take the money in this case, not worth while to make an offer. I had no orders to redeem No. 5680; did not speak to Mr. Harris about the 77 acres; treasurer refused to take the money only on the ground that this tract belonged to Fox. At that time I did not know my father had any better right to one of these tracts than another.

The plaintiff then examined as a witness Robert Flemming Esq,, who being duly sworn, deposed as follows, viz.:—

(*Robert Fleming.*)

I recollect Robert Quay, junior, calling on me some years ago; my recollection is, that he had a line from his father, in writing, in which he requested me to attend to something about land; also, an authority in writing, in nature of a power of attorney; cannot say if under seal; recollect but imperfectly of being in the treasurer's office in company with Robert Quay, jun.; I think Mr. Harris, the treasurer, was then there; I never went but once; recollect going on the same day with Mr. Quay, into the store of Andrew D. Hepburn:

remember no conversation, except that Mr. Hepburn mentioned a Mr. Fox, and something about an exchange of lands; on what terms, or what lands, I cannot say; I had been a clerk to commissioners—(assessment for Dunstable township shown), the date 1st February, 1825—the practice is not to draw the order to pay the assessor before the work is done; 1st Feb. 1825, $6. No. 19, is the order for the payment of the assessor for his services.

(*James Fearon's depn.*)

The said plaintiff then further to sustain and prove the issue on his part, gave in evidence the deposition of James Fearon, (except such part thereof as was inclosed by the court, within brackets), pro ut the said deposition hereunto before annexed.—Page 23.

The said plaintiff then produced and examined as a witness William Quay, who being duly sworn, deposed as follows, viz.:

(*William Quay.*)

I helped make timber on this tract 16 or 17 years ago, with my brother Joseph; the first we made were house logs; the next winter some small square timber; after that, some saw logs for the saw mill; I came here and staid till 1823, then went home and helped Joseph make a raft of square timber; a raft of square timber was sold to Esq. Irwin a few years after; my brother and one Watson were making house logs on this tract; after this suit commenced, I was in A. D. Hepburn's store; he stated that the land laying near his saw-mill he was anxious to get it; after he purchased it, he was informed it belonged to a Mr. Fox, an heir of Fearon's estate, who was not well off; he said he did not want to take his property without making him some recompense for it; and when Fox was up here, he had proposed to Fox to make an exchange of lands on Chatham's run for these; and when he went away, he appeared satisfied to make the exchange, although no contract in writing. After Fox went to Philadelphia, he had sent to Philadelphia to make this exchange by some person; and Mr. Fox refused to do it; I asked him why; he said this company of men, he supposed, offered him more, from an idea of coal on it.

He told me that when he purchased it, he calculated on making some recompense; did not want it for nothing; and being cross-examined, he deposed:

After Robert came back, I asked Father what was to be done about these lands; he said he did not know they were sold for taxes till Joseph told him; if he had told him before he was always ready to advance money to redeem these lands—stated he always depended on Joseph, as he was old, he thought it hard that Hepburn refused, it mattered not which of the heirs it belonged to, it was the estate of Joseph Fearon, and he thought I could get it by making an exchange. After I moved to Liberty, Hepburn had been at father's he said, and he had had conversation about this trial and the land, that Mr. Hepburn said he wished him not to say more than he could help to Mr. Farrand, it might be possible he might get himself into some kind of difficulties by it, he said to me that he knew something, not mentioned to either party, which if Mr. Hepburn knew it might be a material witness for him; before the redemption I heard they had been hunting for coal, but not that they had found any signs or symptoms. Father always valued this tract for the timber, said he would like to have it for the mill. I have been working for Farrand for two months.

I was subpœnaed by both parties, and examined in June last, moved to Liberty, three years last January; the above conversation with my father was the next summer. It was before the last examination of my father—prior to February, 1831.

The said plantiff then produced and examined as a witness Joseph F. Quay, who being duly sworn, deposed as follows, viz:

(*Joseph T. Quay.*)

Prior to June, 1828, I discovered this tract was sold for taxes; told father and brother Robert we ought to have it if it could be gotten, as reasonable good timber on it, and it could be got to our saw-mill; I moved to Centre county in May, 1828; told my father to be sure to send and redeem it. The paper A, attached to my father's deposition, is in my hand-writing; believe I took it from the books in office, 5th Sept. 1827, not certain of the time; I gave it to my father. After Joseph Fearon's death I was in correspondence with James Fearon, the administrator, also with Messrs. Wilson and Curwen, agents of the heirs in England. These are my five letters addressed to James Fearon; I paid a great deal of attention to the real estate in this neighbourhood; I believe I have collected rents of the real estate; not much to collect; the estate had law suits; I attended to them; my acts were universally ratified, so far as I transacted any business, by the heirs of Abel and William, and by Curwen and Wilson; I have had conversation with A. D. Hepburn; not certain if any between his purchase and offer to redeem; once or twice he told me he was disposed to purchase—not certain if this was since his purchase; since the offer to redeem, he told me he had seen Fox here, and they had a conversation about this tract; he said he told Fox he would not give it up to him, but would give him his choice of two tracts on Chatham's run: did not want his land for nothing, it suited him well inasmuch as it was near his saw mill; Joseph M. Fox of Bellefonte, was employed to make the division deed from heirs of Abel to William, executed in March, and April, 1825. The heirs could not know how the lands were divided for some time after this; some were in England; think Mr. Fox sent me a list after he had divided the land, Crawford and Lyon's tract was reported in John Curwen's report, to be on Chatham's run; J. M. Fox was to get $500 for making the division, paid after it was done. I never remember to have heard of Jacob Fox, did not know he was one of the heirs, or that Elizabeth Fearon was married. The suit in the supreme court, *Huff vs. Vincent*, was important; it was compromised under my agency, no one of the heirs here at the time but me; they ratified what I had done.

And being cross-examined deposed as follows:

I resided with my father in 1825, when the division deed was made; the deed, I think, was read in the house; I knew the location of the numbers; I dont believe my father did; the other deed, to the other division; the heirs of Abel never furnished me any funds to pay taxes; I never was authorized by Jacob Fox to redeem; never saw or heard of him; had no communication with the other heirs relative to paying taxes or redeeming; the intention was to redeem the land, and give the other heirs, whoever it might belong to, other land for it; knew there was no chance if it was not redeemed, as it lay nearer Hepburn's mill than ours; knew Hepburn would not give it up; we cut on it after the division; think I gave license to one man to make one raft; I don't know that my father had any letter of attorney from the heirs of Abel; the heirs of William and Abel had a lawsuit at the onset; no par-

ticular friendship between them; I had a letter of attorney from Wilson and Curwen, and also from Joseph Fearon; never paid taxes on unseated lands, and never requested; paid by James Fearon, and perhaps William; James paid before division; think J. Wilson died in the latter part of 1825, and Curwen died before; in 1824, saw Wilson; I did not request my father to redeem any other tract than 5615; I knew the others were sold; I collected rents from property in Union county below Darrstown; it belonged to the estate, did not do it at request of James Fearon; acted generally for the heirs, the scutac tract fell to the heirs of William, and the compromise was in 1824. These are the letters of attorney to me, dated 8th February, 1819; there was a great deal of timber cut by my Fathers family, wherever it suited best.

Being further examined by the plaintiff, he deposed: It was long after the division before we were paid all our bill for Scutac tract; don't believe all paid yet; I was at more expense than the worth of the timber I got; Wilson very old and infirm; I sold timber after division, after 1827, off this tract and others; I don't think Fox owes any thing for the lawsuit for the Schutac tract.

The said plaintiff then produced and examined as a witness Henry Linehart, Esq., who being duly sworn, deposed as follows:

(*Henry Linehart.*)

I was in the office the day Mr. William Quay and Mr. Flemming came into the commissioner's office; do not recollect which of them mentioned the subject, but there was an offer made to pay the redemption money for this tract to Mr. Harris, the treasurer; Mr. Harris refused to take the money; Mr. Hepburn's name was mentioned; this was in Spring, 1828; in consequence of Mr. Harris's refusal I wrote to Roberts, of Harisburg, to send me authority to redeem.

The said plaintiff then produced and examined as a witness Henry Yost, who being duly sworn, deposed as follows, viz:

(*Henry Yost.*)

Clan Water made two rafts to the shares; I may have cut some timber on this land; the Quays made house logs and saw logs on this tract, to the shares, ten years ago at least; I discovered the first symptoms of coal on this tract, about 19 or 20 years ago. And the said plaintiff, further to maintain the issues on his part, put to the said witness the following question:—

"If any conversation or agreement took place between Andrew D. Hepburn, the defendant, and yourself, respecting the discovery of coal on this tract, and there was any arrangement between you respecting having this tract put on the list of lands for sale for taxes, and purchased for your joint account? State it."

Whereupon the said defendant, by his counsel, learned in the law, then and there objected to the said question, and insisted that the witness should not answer the same.

And the said plaintiff, by his counsel, contended that the said question was legal, and proper to be answered; and insisted upon having the answer of the said witness thereunto.

But the said court overruled and rejected the said question, and refused to permit the witness to answer the same.

Whereupon the said plaintiff excepted to the said decision of the court, and tendered this his bill of exceptions to the same.

And the said plaintiff, further to maintain the issues on his part, put to the said witness the following question.

When did you first show Andrew D. Hepburn, the defendant, the coal upon this tract?

Whereupon the said defendant, by his said counsel, then and there objected to the said question, and *and* insisted that the witness should not answer the same.

And the said plaintiff, by his counsel, contended that the said question was legal, and proper to be answered, and insisted upon having the answer of the said witness thereto.

But the said court overruled and rejected the *the* said question, and refused to permit the witness to answer the same.

Whereupon the said plaintiff excepted to the said decision of the court, and tendered this his bill of exceptions to the same.

And the said plaintiff, further to maintain the said issues upon his part, offered to prove by the said Henry Yosts as follows:—

"That the witness having seen this tract advertised in the Newspapers for taxes, wrote to A. D. Hepburn, the defendant, that the coal was on the said tract, and desired him to purchase it."

But the said defendant, by his said counsel, then and there objected to the said question and to the said evidence, and insisted that the witness should not answer the same.

And the said plaintiff by his counsel contended that the said evidence was legal, and insisted upon the admission thereof.

But the said court overruled and rejected the said evidence.

Whereupon the said plaintiff excepted to the said decision of the court, and tendered this his bill of exceptions to the same.

Then the said plaintiff, further examined the said Henry Yost, who testified as follows:

Hepburn said Caldwell had purchased this land; I asked him to purchase of Caldwell, he said he would; He said he missed it the first time at commissioner's sale; was away; can't tell how long before he said he had bought of John Caldwell; may be two years after, at Lick Run; I was concerned in helping to build his Saw-mill at the time;—at that time knew of no other tract which had symptoms of coal on it;—Reynolds, McDonald, and Mr. Hepburn were present when we first discovered coal which would burn.

Being cross-examined by the defendant, the said witness deposed as follows:

Think this was in fall, 1828. John Caldwell purchased an adjoining tract and I found coal on it. I know this was the one; this was the one I wished taken up; I described the tract joining his saw-mill tract out of the three, so that there could be no mistake. Caldwell's tract does not adjoin his saw-mill tract. This tract on which his coal mine is, I desired him to buy, and he denied having bought it.

The said plaintiff then further to maintain the said issues on his part, examined as a witness Jacob Fox, who, being duly sworn, deposed as follows:

(*Jacob Fox.*)

I married Elizabeth Fearon, in 1812, at Langhton, in Parish Bridgham, Cumberland, England. She is still alive, when I left home, Philadelphia, on Friday; we came to this country 7th September, 1827; the first time I saw Mr. A. D. Hepburn, was in Philadelphia, on 7th October, 1828; he told me he had purchased a tract of land belonging to me he understood, at treasurer's sale; he told me he wanted none of the Fearon land without 'an

equivalent, and would give me another tract as good as it; I told him I was coming to Lycoming in a day or two, and would see the lands. Accordingly I came up about 21st or 22d of October, 1828; went up to see the tract in name of Crawford and Lyon's; Nunnerly was along; he is dead; we came down to Williamsport the Monday following; I saw Mr. Hepburn, asked me how I liked the land; told him not as I expected; all ridgey; told him I was going up the river in a day or two to see the lands above; I did so; a gentleman intimated to me there was coal on this tract; went to Moore's; gave Henry Yost and Moore, each 50-100 to show me the lands; we went to Mountain top, at head of tract; then took me round the mountain and down Saltsman's run; never let me see this tract, or coal-mine at all; I went to Bellefonte, returned to Williamsport, the 6th or 7th of January, 1829. As soon as I got out of the stage I called on A. D. Hepburn; he asked me if I had seen that land, I said I knew nothing about it; he then asked me about this exchange; told me I might take my choice of the two tracts on Chatham's run; told him I would give my Crawford and Lyon's tract and $50, and he to take the coal-mine tract; some other conversation; he refused anything beside the land; refused the $50; told him I thought I could sell that tract for $2 to $4 per acre; asked who to; I said to men up the river, but did not know if they would be able to pay; said he had better make up his mind and give me the $50; he said he could not do it; I turned round to come out, and he told me I might take it, and sell it, and do what I had a mind with it; he told me I might go over and pay the taxes; told him I had not as much money left as would pay all the taxes owing in Lycoming; S. Hepburn had before made a verbal agreement for two tracts in Centre; his father asked if he had given me any money on account; he had given me none; I said I was going in stage to Philadelphia; expected to be back in three weeks and pay the taxes; unfortunately my wife ill, could not leave home. Think 1st June, 1829, I entered into a written contract with B. E. Valentine; deed to him not made till some time; McReynolds called on me that summer after I made the contract with Valentine; next fall Mr. A. D. Hepburn came to my house and asked me about the land; told him I had made a contract with Valentine and could not break it. I said he should have taken it when offered; he said he wished he had; this last conversation with him; he then said nothing about the tax title; the first time I saw him in Philadelphia, he said he had saved the land; the Quays could not get the wood off without a road through him; he said they had been destroying it; but were stopped at that time. He said the coal was not worth much; not more than 16 inches to two feet; this was in Williamsport; 3d time I saw him; I was informed by treasurer W. Harris, in March, 1828, that these lands were sold; saw them advertized, and that he was at a house in Philadelphia.

And being cross-examined by the defendant the said witness deposed as follows:

The treasurer was Mr. Harris; I think he informed me when the time for redemption would expire; I did not go to Quays in the Fall of 1828; can't tell if I said to Harris, in Philadelphia, that Quays had no title; I did not to my knowledge tell him they only wanted to steal the timber; I did not then know it; I saw him in Williamsport first time I was there; he told me Quays offered to redeem; I told him I was glad he did not take it, because they only wanted to steal the timber, but this was through information of A. D. Hepburn; I told him Quays had nothing to do with the land then, because our deeds had been signed the week before; I did not tell Jacob Snyder that

Hepburn had given me the Crawford and Lyon Tract when I came down the River; I put it in Snyder's charge as mine; have not said I received this tract from Hepburn; never said he had treated me fairly, and the Crawford and Lyon Tract was more valued in our estimate than this; I did say he offered me the Crawford and Lyon Tract; I did not say I considered it lost, not having been redeemed; this is my signature to my deposition in Philadelphia; the money on the mortgage is paid in cash, by Mr. Ralston, about three months ago; I had not agreed before I went up the river, to give my title papers to Mr. Hepburn if he would give me the Crawford and Lyon Tract; when I was here I knew the Crawford and Lyon Tract belonged to me, and that it had been sold for taxes to Mr. Hepburn; in Philadelphia I showed Harris a book containing lands, and this Crawford and Lyon's Tract; I knew it had been sold, and he the purchaser, and unfairly and unjustly;

Being further examined for the said plaintiff, proves the receipt on the mortgage; some of the heirs were living on the lands before they were divided; I told Hepburn rather than go to law and have difficulty, (objected to and stopped.)

And the said plaintiff, further to maintain the said issues on his part, gave in evidence the examplification of a deed of release, dated the 26th day of June, A. D. 1810, from John Fearon and wife to the heirs of Joseph Fearon, deceased; pro ut a copy of the said exemplification hereunto annexed.—Page 127.

(*Exemplification.*)

Release.
JOHN FEARON and WIFE,
to
WILLIAM FEARON et al.

Know all men by these presents, I, John Fearon and Sarah his wife, nephew and niece of Joseph Fearon, late of the city of Philadelphia deceased, send greeting:

Know ye that the said John Fearon and Sarah his wife, for and in consideration of the sum of one dollar to them and each in hand paid by the heirs of the afs'd Joseph Fearon, the receipt whereof they do at the date of these presents acknowledge to have received, have, and each of them hath remised, released, and forever quit-claimed, and by these presents doth release, remise, and forever quit-claim unto all and singular the heirs of Joseph Fearon and their heirs and assigns, all the estate, estates, right, title, interest, property, claim, and demand whatsoever, of them the said John Fearon and Sarah his wife, in law, equity, or otherwise howsoever, of, in, to, or out of all and singular the real and personal estate, or estates, goods, chattels, rights or credits, which were belonging to and the property of the said Joseph Fearon at the time of his decease, who died intestate, leaving no issue, but leaving several nephews and nieces, to whom by the laws of Pennsylvania, relating to intestate estates, the same did descend and come together with all and singular the appurtenances, remainders, rents, profits, and issues to the afs'd estate, belonging or in any wise appertaining, to have and to hold all and singular the premises hereby granted, remised, and released, or mentioned or intended so to be, with all the appurtenances and all the personal estate, rights, and credits as aforesaid to the said heirs of (Joseph Fearon deceased), their heirs and assigns to the only proper use, benefit, and behoof of them, their heirs, and assigns forever, so that neither the said John Fearon nor Sarah his wife, and their heirs, nor any other person or persons claiming or to claim by, from, or under

them, or may at any time or times hereafter, have, claim, challenge, or demand any estate, right, title, or interest of, in, to, or out of the said estate, estates, real and personal, or the rights and credits, appurtenances hereby remised and released, or mentioned or intended so to be, or any part or parcel thereof, but thereof and therefrom, shall and will be utterly excluded and forever debarred.

In witness whereof, the said parties, John Fearon and Sarah his wife, have set their hands and seals, this twenty-sixth day of June, in the year of our Lord one thousand eight hundred and sixteen.

JOHN FEARON, [SEAL.]
SARAH FEARON. [SEAL.]

Sealed and delivered in the presence of
WM. WHITE,
GILBERT HAYES.

Received the day of the date of the above named heirs, the sum of one dollar each, the consideration money above mentioned, in full.

JNO. FEARON,
SARAH FEARON.

Centre County, *ss.*

Before me, the subscriber, one of the justices in and for Centre county, came the above named John Fearon and Sarah his wife, and acknowledged the above written release to be their act and deed, and as such desired it might be recorded; the said Sarah Fearon being of full age, separate and apart from her said husband and by me thereon examined, and the contents thereof to her made known, did declare that she did voluntarily and of her own free will, seal and deliver the same without compulsion from her husband.

In witness whereof, I have hereunto set my hand and seal, the twenty-sixth day of June, A. D. 1816.

WM. WHITE. [SEAL.]

Entered the 25th Nov. A. D. 1817. Recorded and compared by
WM. PETRIKEN, Recorder.

Centre County, *ss.*

Recorder's Seal of Centre County.

I do certify that the within is a true copy of the original deed as recorded in the office for recording of deeds in and for the county of Centre aforesaid; in Book E, page 547, &c. the 25th day of November, A. D. 1817.

In testimony whereof, I have hereunto set my hand and seal of said office, at Bellefonte the 27th day of June, A. D. 1818.

WM. PETRIKIN, Recorder.

And then the said plaintiff again rested his case.

(*James Hepburn.*)

And whereupon, the said defendant further to maintan the issues upon his part, by agreement, gave in evidence the testimony of James Hepburn, Esquire, as delivered upon a former trial of this cause as follows: Robert Quay, once stated to me that he sent his son to redeem this tract, believing it to belong to that branch of the family to which he belonged; he discovered the mistake, and was glad it was not accepted. He repeated it several times on the same day; never had any conversation but once; and being cross-examined on the part of the plaintiff, the said witness testified as follows:—

It was summer 1830, about the time I purchased his property; I am brother of the defendant.

The said defendant then examined as a witness William Harris, who being duly sworn, deposed as follows:—

(*William Harris.*)

In 1827, in March, I went to Philadelphia, to collect taxes as treasurer; called on James Fearon, gave him a statement, showing the lands sold, and to whom sold; left it with him; tract in dispute was on it, not certain the purchaser's name was on list. In 1828, in February, I again went to Philadelphia, Jacob Fox, Nunnerly, and Joseph Fearon, called at my lodgings; as a division had taken place, they wished separate statements; said they had a book showing the lands of each heir; Joseph Fearon called next day; Fox and Nunnerly the day after with book; Nunnerly was the agent of Scarrow. They went on to point out the tracts belonging to each heir; at their request I made a mark opposite each tract in my statement book of each owner (produces Philadelphia statement book), page 40.

After this thing was arranged, Mr. Fox appeared disposed to pay his tax and redemption; Nunnerly objected to doing it at that time, said they would be up in a few weeks and arrange it here; Fox agreed they would do so. I told them they had better pay them, something might interfere, and they would be lost. Fox said they would risk that, they intended to start in a few days; Nunnerly said he understood great speculation was going on in county orders, and foreigners might as well have the advantage; I told them county orders would not do to redeem lands, as money went not to county but to purchaser; Nunnerly said they would risk it, it was their look out, they intended to start in a few days; I said again, they had better attend to it then, they would not; then I mentioned the Mr. Quays pretended to claim those lands on Lycoming county; Fox said the lands allotted to him they had nothing to do with; that he understood claimed the lands for purpose of geting the timber off; I left each of them a statement of tax, costs, and expenses. I think purchaser's name was opposite each warrantee; the tract in dispute in Fox's statement; in May, 1828, a young gentleman stepped into the office and handed me a slip of paper; it stated, I authorize my son Robert Quay, jr. to redeem a tract of land, stating this tract, warrantee No. 5615; I think I examined the book to see who it had been allotted to; told him I could not take the money; I had seen the owner in Philadelphia, and he said the tract was his, and did not belong to Quay, and could not take the redemption; told him who the owner was, Jacob Fox; he went out, after which Robert Flemming came with him, with same or another paper in his hand, asked me why I would not take the redemption of Mr. Quay, gave him the same reason; he said he thought I ought to take it; I said I thought not, but Mr. Hepburn was purchaser, they might see him, and he agreed, I had no objection; they left the office; in October, 1828, about 1st, I saw Fox, he and Nunnerly came here; just as he was getting into the stage, I mentioned to him that since I saw him in Philadelphia, Mr. Quay had called to redeem that tract of land, and I had not received the redemption from what he told me in Philadelphia; he said that was exactly right, they only wanted to redeem to steal the timber; seemed muffed at them, he went up the river; on his return he was at my house 2 or 3 times; he was pleased with Mr. Hepburn; one evening he said Mr. Hepburn treated him more like a gentleman than any other, he had offered or had given him a tract of land, valued higher in his list than the one in dispute; Robert Quay did not offer me any money, or enquired amount of tax and costs; possibly Mr. Flemming made calculation, I did not; said nothing about any preparation to get money; I think I told

Robert Quay that the person in Philadelphia was Jacob Fox; looked at the book, I think.

And being cross examined by the plaintiff, the said witness said as follows:—

I had never seen Jacob Fox before February, 1828, or Nunnerly. They showed me a large book; they had a roll of papers along, but I did not examine it, had a number along, did not examine them, in fact I did not examine the book particularly. They had a large deed; I neither saw or read the inside of any deed; up to time when Robert Quay came in the office I never saw any deed or document, conveying title to Jacob Fox; I cannot recollect whether, on my return, I informed A. D. Hepburn of what took place in Philadelphia, with Fox and Nunnerly; think it likely we had some conversation; I was examined a year ago in this cause; dont think I then stated, positively, that I told A. D. Hepburn what had taken place in Philadelphia; think it likely I did tell him now; dont distinctly recollect it; quite likely I did; I purchased a tract on name of Samuel Quin, warrantee, at tax sales, in 1826, belonging to Scarrow. Paper A, attached to Quay's deposition, I did not see; I had not, about that time, received redemption from persons not producing authority from owner, unless I knew he was agent, or he had been in the habit of paying a good many taxes, like Mr. Wilson, and said he was agent, but not from a stranger; Mr. Anthony produced a regular power of attorney to redeem the 111 acre tract, in name of Joseph Fearon; I then knew that Robert Quay, Esq., was a justice of the peace in this county; knew him; saw him in his own house; I did not know his son Robert before; I knew Mr. Flemming well; we had been two or three years in the office together; I formed no opinion on subject of Robert Quay's signature, or of being genuine paper; the only evidence I had that Fox was owner was what was said in Philadelphia. If a stranger comes and tells me he is owner, I do not allow him to redeem unless he had paid taxes before; I was satisfied Fox and Nunnerly were owners; I had understood from Quays that they had a claim to these lands before the offer to redeem; Robert Quay had never paid any taxes in this county on unseated lands; I knew the tract of land James Quin belonged to Fearon's estate when in Philadelphia; in Philadelphia I found it was not a speculation, and offered to them off the per centage if they would redeem; Nunnerly refused; I dont remember telling Robert Quay, jr., who Jacob Fox was; I did not know myself, only he was owner of the land; Mr. Flemming appeared a little ruffled, because I would not take the redemption; I told him the reason, because Quays were not the owners; I never refused to take payment of taxes from any person; I became treasurer in 1827; in early part of my time I think I never took a redemption unless I knew the owner or agent, or was satisfied he had authority to redeem; cant tell if before I stated in early time, I might; the tract that William Cox Ellis redeemed, I had seen Mr. Potts in Philadelphia, and he told me he was surprised Mr. Ellis had not redeemed it; that he was authorized to do it. Martin Fiss. Never saw any of the title deeds by which Potts became the owner; his father boards with my grandfather, Scott; by books same family paid taxes for many years; D. Grafius is the known agent of Mr. Lex, of Philadelphia; rents house in this town; on that account I took tax of him; Lex only owner since 1825 or 1826; I only knew this from Grafius; almost every one knew it; it might have been possible I might have taken the money from Quays for this land if I had not seen the owner; I had often heard they had a claim, Fox said he was coming to redeem. Large redemption book, 27. Mr. Shuller was at my sales; wanted to buy the tract; bid up too high for him; said it

had been divided, belonged to his sister; he had it put up; then offered to stop it; I refused; it was struck off to Ecroyed for $127; he redeemed in December 1828. The Shullers had been in habit of paying taxes; Robert Shuller redeemed it; think he produced no authority from Elizabeth Shuller to redeem; I never saw her in my life.

(*Jacob Snyder's Depn.*)

The said defendant then, further to maintain the issues on his part, gave in evidence the deposition of Jacob Snyder; pro ut, a copy of the said deposition hereunto annexed, page 111.

(*Elisha Graham.*)

The said defendants then, further to maintain the issues on his part, examined as a witness Elisha Graham, who, being duly sworn, deposed as follows:

In spring, 1828, about last of April, or beginning of May—(stopped.)

The fall of 1828, I saw Fox near the land; asked if Quay was his agent; did not say if he were or not; think all he said was, all the agents they were was to cut the timber off, and had used him bad about it; said he had lands of his own, or had agency lands, called Fearon lands; he had some papers, did not show them to me; called them patents; this near John Moore's.

The said defendant then, further to maintain the said issues on his part, examined as a witness John McDonalt, who, being duly sworn, deposed as follows:—

(*John McDonald.*)

Robert Quay told me he knew when he sent his son that the land was not his, nor was he agent, said he wanted to make it his own by some honest means; give them another tract of land for it; knew it belonged to another set of heirs; I was not with Yost when coal was discovered on this land; present mine was opened, October, 1829.

And being cross examined by the plaintiff, he deposed:—I have a brother; my brother was there in August, saw holes; these which were old; the conversation with Robert Quay was after his deposition was taken; a good deal of timber cut on the land since suit by Hepburn; pine, and some white oak.

The said defendant then, further to maintain the issues on his part, examined as a witness Samuel Hepburn, who, being duly sworn, deposed as follows:—

(*Samuel Hepburn.*)

In fall, 1828, I became acquainted with Mr. Fox, in this town; the same day he went up the river in the stage, I on horseback; saw him at Furguson's tavern; inquired when he would be in Nettany Valley; said he did not know; was going to see a tract on Chatham's run, which he got from my father; then another tract; some time after he came to my store, and wanted to sell on McIlhatton's run; one tract he did not know if he could get back; Flemming had purchased it, and would not give it up; then said, I received entirely different treatment from your father; he gave me a tract on Chatham's run, valued higher in our estimate than the one he had purchased on Lick run; I asked if he had seen the tract on Chatham's run; he said he had, and there was a good deal of timber cut there, but that would now be prevented; a man there would take care of it for him; he said father told him there was an appearance of coal on the tract on Lick run, and he was unwilling to give it up; but he had given him another, which was valued higher in his estimate book;

I asked if he had been at Quays; he said he had been by but did not stop, and was not going near them.

Being cross-examined on the part of the plaintiff, the said witness deposed as follows:

Said he would stop going down, and give up his title papers; I bought no land of him.

And the said defendant further to maintain the said issues, on his part, examined as a witness, James H. Hepburn, who being duly sworn, desposed as follows:

(*James H. Hepburn.*)

Either in December, 1828, or January, 1829, I was in stage coming here from Armstrong county; at Bellefonte Jacob Fox was in the stage; he asked if I was connected with Andrew D. Hepburn; said I was; he said he came to make inquiries about some lands Andrew D. Hepburn purchased at commissioner's sales; that Mr. Hepburn had treated him very generously; he had purchased two of his tracts of land, both of which he might have kept as time was expired, but Mr. Hepburn had given him the one most valuable, and retained the other because nearest his saw mill; that he either had been, or was going to see the tract given him; he would put it in some persons hands to protect it. He stated he understood Quay wished to reclaim the *the* tract on Lick Run, but he was glad he had not got it, as he only wanted to cut timber on it; stated Quay never had been his agent, or had any authority from him whatever; some other conversation about other lands, which I don't recollect; did not see him till I saw him here at my father's two or three days afterwards; he called to get a cloak of which I had taken charge.

Being cross-examined on the part of the plaintiff, the said witness deposed: —Cant say if my father went further than the door, heard no more conversation; I reside at Jersey shore now; during the last trial I was here during part of the time; I was subpœnaed, but not called; this is the only conversation about this with Mr. Fox:—

Whereupon, on behalf of the plaintiff,

A letter of attorney from Joseph Fearon and James Fearon (no date) to Joseph F. Quay, was then read by the plaintiffs; also a letter of attorney dated 8th February, A. D. 1819, from John Curwen and John Wilson, to Joseph F. Quay, *pro ut*. The said defendant then further to maintain the issues on his part, gave in evidence from the record thereof, in book S, page 816, an article of agreement between Benjamin E. Valentine, William Wilson, &c., and Matthew C. Ralston, dated 22d April, A. D. 1830, pro ut said article of agreement hereunto annexed, page 137; also from the record thereof in book U, page 1, an agreement between Jacob Fox and wife, and Benjamin E. Valentine, dated 4th December, A. D. 1829, pro ut a copy of said agreement hereunto annexed, page 143.

And the said defendant further to maintain the issues on his part, read in evidence a deed from Thomas Hayes, treasurer of Lycoming county, to Andrew D. Hepburn, dated the 1st February, A. D. 1810, for the said Crawford and Lyon's tract sold for taxes, due before the years 1808; pro ut the said deed.

The said plaintiff then further to maintain the said issues, on his part produced and gave in evidence the original receipt of Andrew D. Hepburn to James Fearon, dated 13th October, A. D. 1812, for $109 48-100 taxes, on inter alia, the said Crawford and Lyon's tract, in Lycoming county, for the years 1809, 1810, 1811, and 1812; pro ut a copy of said receipt hereunto annexed, page 149.

(B)

THOMAS HAYS, Esq. deed to ANDW. D. HEPBURN.

To all people to whom these presents shall come, I, Thomas Hays Esq. treasurer of the county of Lycoming, in the commonwealth of Pennsylvania, send greeting:

Whereas, a certain tract of unseated land, situate formerly in Pine Creek township, in the county of Lycoming, containing three hundred and forty-four acres, No. 636, was surveyed and returned to the board of commissioners of the said county of Lycoming, in the name of Crawford and Lyon, was rated, charged, and assessed pursuant to the laws of this commonwealth, for raising county rates and levies, with the payment of taxes from the year one thousand seven hundred and ninety-eight, to the year one thousand eight hundred and eight, inclusive, and amounting in the whole to the sum of nine dollars and seventeen cents; and also the further sum of one dollar and twenty-nine cents, road taxes, legally due, and unpaid, on the said tract, from the year one thousand seven hundred and ninety-eight, to the year one thousand eight hundred and eight inclusive. And whereas, the commissioners of the county of Lycoming, gave four weeks' notice in three of the daily newspapers of the city of Philadelphia, and in one other newspaper printed in the county of Lycoming aforesaid, that from one to eight years' county and road taxes were due upon the unseated lands within said county, at the date of the said notice (to wit, the thirtieth day of January, one thousand eight hundred and nine), and unless the said taxes were *im*ediately discharged, the said commissioners would *adobt* the measure prescribed by law for the immediate sale of every tract of unseated land, in the said county on which one or more than one years' county and road taxes would remain due; and whereas, no person appeared to pay the said taxes assessed and charged upon the said lands, and costs necessarily accrued thereon, within the space of three months after the publication of the notice aforesaid; and whereas, the said tax, and the necessary costs so remaining unpaid, the commissioners of the said county of Lycoming, to wit, John McMeens, Samuel Simmons, and James Winters, (or a board of them) issued their warrant under their hands and seals of their office and duly attested by *Mordacria* Heylman, clerk to the said board of commissioners, bearing test at their office in the borough of Williamsport, the twenty-sixth day of October, in the year of our Lord one thousand eight hundred and nine, in pursuance of the act of the general assembly, entitled an act directing the mode of selling unseated land for taxes, passed the third day of [illegible] thousand eight hundred and four, and the several supplements thereto, and to me directed, was commanded to make sale of the said tract, or such part thereof as might be found necessary to discharge the [illegible]rs and seventeen cents, county tax; as also the said one dollar and [illegible] nine cents, road taxes, together with twenty-five cents costs thereon, by public outcry at the court-house, in the borough of [illegible] on the eighth day of December, (then) next after the date of the said [illegible], after having given due and lawful notice agreeably to the direction of the said act of the general assembly; and the moneys arising from such sale to have before the commissioners of the said county at their office, on the tenth day of February then next following, to satisfy and pay the taxes and costs aforesaid, and all costs necessarily accrued on this proceeding, and that I should make and execute a deed or deeds in fee simple to the purchaser

or purchasers, and the overplus of such sale (if any) I should dispose of according to law, and that I should have then and there the said warrant; and whereas, I the said Thomas Hays, after having given at least thirty days' notice in the Lycoming Gazette, aforesaid, did commence the sale of the said lands by public vendue and outcry when the said tract was sold as aforesaid, (a part thereof being found not sufficient to pay the taxes and costs due thereon, to Andrew D. Hepburn, of the borough of Williamsport, Lycoming county, for the price or sum of thirteen dollars and fifty-one and one half cents, lawful money of the United States, he being the highest bidder, and best price bidden for the same. Now, know ye, that the said Thomas Hays, Esquire, treasurer of the county of Lycoming aforesaid, for, and in consideration of the sum of thirteen dollars, and eight and one half cents, lawful money of the United States, (it being the amount of the taxes and costs accrued on the said tract of land, to me in hand paid by the said Andrew D. Hepburn, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged; and also for and in consideration of his bond for the surplus money duly executed and lodged in the prothonotaries office of , county of Lycoming, according to the provisions of the act of the assembly aforesaid), have granted, bargained, and sold, and by these presents according to the directions, and by force of said recited warrant and act of assembly, do grant, bargain, and sell, unto the said Andrew D. Hepburn, his heirs and assigns, all that aforesaid tract of land, sold at public vendue as aforesaid, and situate as aforesaid, together with all and singular the ways, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances, whatsoever belonging, or in any wise appertaining to; to have, and to hold the said premises hereby granted to him the said Andrew D. Hepburn, his heirs, and assigns, to the only proper use, benefit, and behoof, of him the said Andrew D. Hepburn, his heirs, and assigns, forever, according to the form, force, and effect of the several acts of assembly, in such case made and provided.

In witness whereof, I the said Thomas Hays, have hereunto set my hand and seal, the first day of February in year of our Lord one thousan eight hundred and ten.

THOS. HAYS, [SEAL.]
Treasurer.

Sealed and delivered in presence of
JOS. J. WALLIS,
JOSEPH FOULKE.

Received on the day of the date of the foregoing instrument of writing, the full consideration-money therein mentioned.

THOS. HAYS, Treas.

Test: JOS. J. WALLIS.

Lycoming county, *ss.*

At a court of common pleas, held at Williamsport, in and for said county of Lycoming, on the second day of February, in the year of our Lord one thousand eight hundred and ten, before the judges of said court, Thomas Hays, treasurer in and for said county, appeared in his proper person, in open court, and acknowledged the foregoing deed-poll to be his act and deed, pursuant to the act of assembly in such case made and provided.

In testimony whereof, I have hereunto set my hand, and the seal of said court, the same day and year.

[SEAL.] ELLIS WALTON, Prot.

Recorded October 1st, 1816.

Lycoming county, *ss.*

I, John Vanderbelt, recorder of deeds, &*ca.* in and for said county, do hereby certify that the foregoing and within is an exemplified copy of the record of a deed recorded in the office for recording of deeds at Williamsport, in and for said county, in deed book O, page 293, &*ca.*

In testimony whereof, I have hereunto set my hand and official seal, a Williamsport, the fifth day of April, anno Domini 1834.

JOHN VANDERBELT, Recorder, Lg. Cty.

Articles of agreement, indented, made, and concluded this twenty-second day of April in the year of our Lord one thousand eight hundred and thirty, between William Wilson and Daniel Grafius, both of Lycoming county, Pennsylvania, and Benjamin E. Valentine of the city of Philadelphia, of the first part, and Matthew C. Ralston of the said city of Philadelphia, of the second part, witnesseth: whereas the said Benjamin E. Valentine, one of the parties of the first part, together with Ann H. his wife, by their deed duly executed, bearing date the 21st day of April, A. D. 1830, intended to be forthwith recorded, have granted and conveyed unto the said Matthew C. Ralston and his heirs in fee simple, all those five tracts of land situate in Dunstable township, Lycoming county, Pennsylvania, held under warrants, No. 6612. 5613, 5615, 830 and 4843; issued in the name of Joseph Fearon, as in the said deed more particularly set forth and described, and by another deed bearing date the same 21st of April 1830, intend also to be recorded the said Benjamin E. Valentine and wife, have granted and conveyed unto the said Matthew C. Ralston and his heirs, another tract of land situate on the west side of the Susquehannah river, in Bald Eagle township, Centre county, Pennsylvania, held under a warrant issued in the name of Jane Neilson, and containing 459 acres and 153 perches; and whereas the said William Wilson, and Daniel Grafius, parties of the first part by a certain deed of assignment, under seal, bearing even date herewith, have conveyed, assigned and set over to the said Matthew C. Ralston, his heirs, and assigns a certain agreement, made and executed on the 29th of September, 1829, between them and a certain James Graham, of Lycoming county, Pennsylvania, which said agreement is recorded in the said county of Lycoming, in book T, page 446; also another agreement bearing date the same 29th of September 1829, between them and a certain John Moore, which last mentioned agreement is recorded in the said county of Lycoming, in book T, page 500. Together with all the rights, benefits of pre-emption, privileges, claims and demands in the said agreement or either of them contained; and whereas the said parties of the first part have covenanted, agreed, and engaged, to and with the said party of the second part, that they the said party of the first part within three calendar months from the date of this agreement, would convey and assure unto the said party of the second part, his heirs and assigns by a good and indisputable title in fee simple, four other tracts of coal lands, situate on Lycoming creek, in Lycoming county, Pennsylvania; by one tract held under a warrant in the name of Levi Philips, dated July 21, 1792, containing 434 1-4 acres; one other tract held under a warrant in the name of Simon Snyder, of the same date, containing 434 1-4 acres; one other tract held under a warrant in the name of William Wilson of same date, for 407 3-4 acres; one other tract held under a warrant in the name of John Boyd of same date, containing 407 3-4 acres, for the price or purchase money of two dollars per acre. Now this agreement witnesseth, that in consideration of the premises, it is covenanted and agreed between the parties hereto, their heirs, executors, administrators, and assigns, in the following manner:

1st. The said parties of the first part, shall each receive from the party of the second part, at and upon the execution of this agreement, the sum of one thousand dollars, which is in no event to be returned.

2d. The said party of the second part, receives the conveyance for the tract above stated, numbered 5615, with notices of a claim made thereto by A.D. Hepburn Esq. under an alleged sale for taxes, and the conveyance of the tract above stated, numbered 5612, with notice of a claim made thereto by John Caldwell, under an alleged sale for taxes, as to which two claims the said party of the second party takes the risk.

3d. The said parties of the first part and second parts, have also notice of a claim made by Thompson and Hall, to an alleged equitable interest of one-fifth part, each in the tracts above stated, numbered 837, and 5613; as also one-fifth part, each in the agreements made by the said James Graham and John Moore, above referred to.

Also a claim to compensate the services rendered in discovering coal by Edward Cambell and Collins M'Collum.

As to all which claims contained in this third section, it is agreed that the parties of the first part shall immediately use their best exertions to have the same adjusted and arranged upon the best terms, and that the expense of such adjustment shall be sustained, one-fourth part by Benjamin E. Valentine, one fourth part by Wm. Wilson, one-fourth part by Daniel Grafius, and the remaining one-fourth by Matthew C. Ralston, the parties hereto.

4th. With the exceptions above provided for in the second and third sections of this agreement, the party of the second part is to receive a good and indisputable title in fee simple to the lands contained in the two deeds above recited from Benjamin E. Valentine to Matthew C. Ralston, to perfect which if necessary the said parties of the first part agree and engage to procure such other and further conveyances as may be necessary.

5th. At the expiration of one year from the date of this agreement, the said Matthew C. Ralston covenants, agrees, and engages, to pay the said parties of the first part, the following sums, without interest, viz.: to the said William Willson, the sum of fourteen hundred dollars, to the said Daniel Grafius, fourteen hundred dollars, and to the said Benjamin E. Valentine, two thousand dollars. But it is expressly understood and agreed that from the amount thus stipulated to be paid to the said parties of the part, there shall be deducted the sum of $2500, in case they shall at the expiration of three calendar months from this date have failed or omitted to convey and assure to the party of the second part the four other tracts of land situate on Lycoming creek, and held in the warrantee names of Levy Philips, Simon Snyder, William Wilson, and John Boyd, as above stated, and engaged on their part to be done and performed.

And it is further expressly understood and agreed, that for the amount thus stipulated to be paid at the expiration of one year, by the said party of the second part, shall also be deducted such sums as he shall be called upon or compelled to pay for or in place of the party of the first part, under the third section of this agreement.

6th. And the said Benjamin E. Valentine, for and in consideration of the said sum of $600, agreed to be paid and allowed to him in excess above the other parties of the first part, hereby covenants and agrees that the said parties of the second part, his executors, administrators, and assigns, shall for the term of one year from and after this date, have, exercise, and enjoy for the storage of coal, the use and privilege of such part of the wharf now occupied

by the said Benjamin E. Valentine, on the river Schuylkill, in the city of Philadelphia, as shall not be otherwise than actually appropriated for the storage of other coal; and further, that the said B. E. Valentine shall, for the period of one year from this date, render his services in the sale of coal, without any charge either for the use of the said wharf, or his services in effecting the sale of coal; and the said B. E. Valentine hereby covenants and agrees with the said Matthew C. Ralston, that he will use his best exertions for and in behalf of the said Matthew C. Ralston, to purchase for him, on such terms as the said Ralston shall name, two tracts of land on the west side of the Susquehannah, and near the dividing line between the counties of Centre and Lycoming, held in the warrantee names of George Burke and J. Fearon and further that he will not himself directly or indirectly, purchase or aid to purchase the said lands for any other person.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above mentioned.

WM. WILSON, [SEAL.]
DANIEL GRAFIUS, [SEAL.]
BENJ. E. VALENTINE, [SEAL.]
MATTHEW C. RALSTON. [SEAL.]

Sealed and delivered, in the presence of us,
BENJN. TILGHMAN,
WM. P. FARRAND.

For the price or purchase money of two dollars per acre being interlined in the 39th line of the first page.

We hereby acknowledge to have each received from Matthew C. Ralston the sum of one thousand dollars, for the consideration money mentioned in the within agreement, say one thousand dollars each, or three thousand dollars in the whole, April 22, 1830.

WM WILSON,
DANIEL GRAFIUS,
BENJ. E. VALENTINE.

Witnesses present,
BENJ. TILGHMAN,
WM. P. FARRAND.

Philadelphia, *ss.*

Be it remembered that on the twenty-second day of April, anno Domini one thousand eight hundred and thirty, personally appeared before me, one of the aldermen of the said city, William Wilson, Daniel Grafius, Benjamin E. Valentine and Matthew C. Raston, the parties to the above and foregoing article of agreement, who in due form of law, acknowledge the same to be their act and deed, and desired that as such it should be recorded. In witness whereof, I have hereunto set my hand and seal, the day and year last above written.

WILLIAM MILNOR, Ald. [SEAL.]

Lycoming county, *ss.*

Lycoming County, Recorder's Office.

Recorded in the office for recording deeds, &c. in and for said county, in deed book S, page 816, &c. In testimony whereof, I have hereunto set my hand, and affixed the seal of the said office, at Williamsport, this 14th day of July, A. D., 1830.

J. VANDERBELT, Recorder.

Powers of Attorney referred to in Jos. F. Quay's Deposition.

Know all men by these presents, that we, John Curran and John Wilson, of the county of Montgomery, in the commonwealth of Pennsylvania, attorneys in fact of Elizabeth Fearon, and Christopher and Sarah Scarrow, of the county of Cumberland, in Great Britain, which Elizabeth and Sarah are two of the heirs of Joseph Fearon, late of the city of Philadelphia, tallow-chandler, deceased, have made, constituted, and appointed, and hereby do make, constitute, and appoint Joseph F. Quay, now or late of Centre county, in the commonwealth aforesaid, to be our and each of our true and lawful attorney, for us and in our names, or in his own name, for the benefit of the estate of the said Joseph Fearon, to enter on any lands, property, or hereditaments belonging to the said estate (the lands not being yet divided among the heirs), and to prosecute all or any trespassers on the said lands or any part thereof, for any waste committed, or which may be hereafter committed thereon, by cutting down any timber or trees thereon, carrying any timber from off the same, or in any other manner whatever, and to compound with the trespassers for the damages done or which may be done hereafter, it being our intention hereby to authorize our said attorney to do every lawful and necessary act for the purposes aforesaid, which we might or could do ourselves were we personally present to do the same; and we promise to abide by and confirm whatever he may lawfully do in and about the same, and also empower him to appoint and constitute one or more attorneys under him for the purposes afore said, and at his pleasure to revoke their powers. In witness whereof, we have hereunto set our hands and seals, this eighth day of February, in the year of our Lord one thousand eight hundred and nineteen.

JOHN CURWEN. [SEAL.]
JOHN WILSON. [SEAL.]

Sealed and delivered in the presence of us,
JOHN JONES,
MATILDA A. BRYAN.

[The words "and each of our" interlined.]

On the 8th day of February, in the year of our Lord one thousand eight hundred and nineteen, before me, John Jones, Esq. one of the associate judges of the county of Montgomery, in Pennsylvania, personally appeared the within named John Curwen and John Wilson, and severally acknowledged the within letter of attorney to be their act and deed. and desired that the same may be recorded as such.

Witness my hand and seal the date above said.

JOHN JONES. [SEAL.]

JAMES FEARON and JOSEPH FEARON, to JOSEPH F. QUAY.

Know all men by these presents, that we, James Fearon and Joseph Fearon, of the city of Philadelphia, in the commonwealth of Pennsylvania, tallow-chandlers, and two of the heirs of Joseph Fearon, late of the same city, deceased, have *jointly and severally* made, constituted, and appointed, and hereby do make, constitute, and appoint Joseph F. Quay, now or late of Centre county, in the commonwealth aforesaid, to be our *and each of our* true

and lawful attorney for us and in our names, or in his own name, for the benefit of the estate of the said Joseph Fearon, to enter on any lands, property, or hereditaments belonging to the said estate (the lands not being yet divided among the heirs), and to prosecute all or any trespassers on the said lands, or on any part thereof, for any waste committed, or which may be hereafter committed thereon, by cutting down any timber or trees thereon, carrying any timber from off the same, or in any other manner whatever, and to compound with the trespassers for the damages done, or which may be done hereafter, it being our intention hereby to authorize our said attorney to do every lawful and necessary act for the purposes aforesaid, which we might or could do ourselves were we personally present to do the same, and we promise to abide by and confirm whatever he may lawfully do in and about the same; and also empower him to appoint and constitute one or more attorneys under him for the purposes aforesaid, and at his pleasure to revoke their powers.

In witness whereof, we have hereunto set our hands and seals the — day of February, in the year of our Lord one thousand eight hundred and nineteen.

JAMES FEARON. [SEAL.]
JOSEPH FEARON. [SEAL.]

Sealed and delivered in the presence of us,

HUGH SWEENY, JOHN M'CLEAN,
CHRISTOPHER O'CONNOR.

On the 18th day of February, 1819, before me, Christopher O'Connor, justice of the peace for the county of Philadelphia, personally appeared the within named James Fearon and Joseph Fearon, and severally acknowledged the within letter of attorney to be their and each of their act and deed, and desired that the same may be recorded as such.

Witness my hand and seal the date above said.

CHRISTR. O'CONNOR, J. P. [SEAL.]

Articles of agreement, made, indented and concluded, upon this fourth day of December, in the year of our Lord, one thousand eight hundred and twenty-nine, beween Jacob Fox, of the city of Philadelphia, and Elizabeth his wife, late Elizabeth Fearon, of the one part, and Benjamin E. Valentine, of the said city of the other part, witnesseth, that the said Jacob Fox and Elizabeth his wife, for the consideration hereinafter mentioned, have, and by these presents do agree, to bargain and sell unto the said Benjamin E. Valentine, in fee upon the terms and conditions, and in way and manner hereinafter set forth, all those three certain tracts or pieces of land situate late in Northumberland, and now in Lycoming county, in the state of Pensylvania, one of them, called "Fairfield," situate on Saltzman's run, about one mile from the Susquehannah river, containing two hundred and eighty-six acres, and one hundred and five perches and allowance, surveyed in pursuance of a warrant No. 837, granted to Joseph Fearon, dated the fifteenth day of June anno Domini 1787, and patented to said Joseph Fearon, on the 24th day of July, anno Domini 1788, inrolled in the rolls' office, in patent book No. 14, page 238; one other of them, called "Edinburg" situate above Saltzman's run, containing one hundred and eleven acres and one hundred and sixty-five perches and allowance, surveyed in pursuance of a warrant, No. 4843, dated the 30th day of February, anno Domini 1794, granted to said Joseph Fearon, and patented to him, the said Joseph Fearon, on the thirtieth day of September, anno

Domini 1796, inrolled in the rolls' office, in patent book No. 30, page 138, &c.; and the other of them, called "White Oak Bottom," situate above Lick run, containing two hundred and fifty-four acres, and allowance, surveyed in pursuance of a warrant, No. 5615 dated the nineteenth day of April, anno Domini, 1794, granted to Joseph Fearon, and patented to him on the thirtieth day of September, anno Domini 1796, and recorded in the rolls' office, in patent book No. 30, page 141, together with the appurtenances thereunto respectively belonging, viz.: the tract of land first above described, for the price or sum of two dollars per acre, the tract of land second above described, for the price or sum of three dollars per acre, and the tract of land last above described, for the price or sum of four dollars per acre.

That the said Benjamin E. Valentine shall have the privilege, at any time within two years from the date hereof, to relinquish the purchase of the said three tracts of land above described, or any or either of them, if in his opinion there should not be sufficient veins of coal discovered in them to warrant him in the purchase.

That at the expiration of two years from the date hereof or sooner, if the said Benjamin E. Valentine, his heirs or assigns, should agree thereto, the said Jacob Fox and Elizabeth his wife, shall and will make, execute, and deliver the necessary deeds, conveyances, and assurances, to vest the same tracts of land, or any or either of them, in the said Benjamin E. Valentine, his heirs and assigns, in fee simple.

And the said Benjamin E. Valentine doth hereby covenant, and agree to and with the said Jacob Fox and Elizabeth his wife, that when and as soon as he shall agree to take the tracts of land aforesaid, or either of them, or at the expiration of the said two years, in case he shall fail to relinquish the purchase thereof, or any part thereof, within that time, he shall and will execute and deliver to the said Jacob Fox and Elizabeth his wife, a mortgage of the said lands or such parts thereof as he shall agree to take for the sums hereby agreed to be given therefor, payable in one and two years from date thereof, with interest.

And for the just and true performance and observance of their respective covenants and agreements as aforesaid, the said parties hereto do mutually bind themselves, their respective heirs, executors, and administrators, each unto the other firmly by these presents. In witness whereof the said parties have interchangeably set their hands and seals hereunto, dated the day and year first above written.

JACOB FOX. [SEAL.]

her
ELIZABETH ⋈ FOX. [SEAL.]
mark

BENJAMIN E. VALENTINE. [SEAL.]

Sealed and delivered in the presence of us,
JOHN HUNTER, MATILDA HEELVECK.

The fourth day of December, A. D. 1829, before me, John Hunter, one of the justices of the peace in and for the county of Philadelphia, came the above named Jacob Fox and Elizabeth his wife, and Benjamin E. Valentine, and acknowledged the foregoing written articles of agreement to be their, and either of their act and deed, and desired the same may be recorded as such; the said Elizabeth being of full age, and by me privately examined apart from her husband, declared she executed the said agreement, voluntarily and

of her own free will and accord, without any compulsion or coercion of said husband, or any undue influence whatever, and the full contents thereof by me first made known to her.

Witness, my hand and seal, the day and year aforesaid.

JOHN HUNTER. [SEAL.]

Lycoming County, Recorder's Office. } Lycoming county, *ss.*
Recorded in the office for recording deeds, &c., in and for said county, in deed book U, page 1st, &c.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said office, in Williamsport, this 26th day of March, A. D. 1830.

J. VANDERBELT, Recorder.

Fees, $1 31 1-4.

Articles of agreement, made, indented, and concluded, upon this fourth day of December in the year of our Lord, one thousand eight hundred and twenty-nine, between Christopher Scarrow and Sarah his wife, late Sarah Fearon, acting by their attorney in fact, Jacob Fox, duly constituted by letter of attorney dated the twenty-fifth day of June, Anno Domini, one thousand eight hundred and twenty-eight, recorded in Lycoming county, in deed book T, page 210, of the one part, and Benjamin E. Valentine of the other part, witnesseth, that the said Christopher Scarrow and Sarah his wife, acting by their attorney in fact aforesaid, for the consideration hereinafter mentioned, have, and by these presents do agree to bargain and sell unto the said Benjamin E. Valentine, in fee, upon the terms and conditions, and in way and manner hereinafter set forth; all those two certain tracts or pieces of land, situate in late Northumberland, now Lycoming county, in the state of Pennsylvania, one of them called "Retreat," situate on the waters of Saltzman's run, containing three hundred and sixty-five acres and one hundred and thirty-six perches and allowance, surveyed in pursuance of a warrant, No. 5612, dated the seventeenth day of April, 1794, granted to said Joseph Fearon, and patented to him on the thirtieth day of September, 1796, and inrolled in the rolls' office in patent book No. 30, page 139, and the other of them called "Belvoir," situate on the waters of Saltzman's Run aforesaid, containing three hundred and sixty-seven acres and one hundred and thirty-eight perches and allowance, surveyed in pursuance of a warrant No. 5613, dated the seventeenth day of April, 1794, granted to Joseph Fearon, and patented to him on the thirtieth day of September, 1796, and inrolled in the rolls' office in patent book No. 30, page 137, together with the appurtenances thereunto respectively belonging, viz: for the price or sum of one dollar per acre.

That the said Benjamin E. Valentine, shall have the privilege at any time within two years from the date hereof, to relinquish the purchase of the said two tracts of land or either of them, if in his opinion there should not be sufficient veins of coal discovered thereon to warrant him in the purchase.

That at the expiration of two years from this date, or sooner, if the said Benjamin E. Valentine, his heirs, or assigns should agree thereto, the said Christopher Scarrow and wife, shall and will make, execute, and deliver the necessary deeds, conveyances, and assurances to vest the same tracts of land, or either of them, in the said Benjamin E. Valentine, his heirs and assigns, in absolute fee simple.

And the said Benjamin E. Valentine, doth hereby covenant and agree to and with the said Christopher Scarrow and Sarah his wife, that when and as soon as he shall agree to take the tiacts of land aforesaid, or either of them,

or at the expiration of the said two years, in case he should fail to relinquish the purchase thereof, or of any part thereof within that time, he shall and will execute and deliver to the said Christopher Scarrow and wife, a mortgage of the said lands, or of such part thereof, as he shall agree to take for the price or sum hereby agreed to be given therefor, payable in one and two years from the date thereof, with interest.

And for the just and true performance and observance of their respective covenants and agreements aforesaid, the said parties hereto do mutally bind themselves, their respective heirs, executors, and administrators, each unto the other, firmly by these presents. In witness whereof, the said parties have interchangeably set their hands and seals hereunto, dated the day and year first above written.

JACOB FOX, [SEAL.]
Attorney for
CHRISTOPHER SCARROW [SEAL.]
and
SARAH SCARROW. [SEAL.]
BENJAMIN E. VALENTINE, [SEAL.]

Sealed and delivered in the presence of us,
JOHN HUNTER,
MATILDA HEELVECK,

The fourth day of December, A. D. 1829. Before me, John Hunter, one of the Justices of the peace, in and for the county of Philadelphia, came the above named Jacob Fox, attorney in fact, aforesaid, and Benjamin E. Valentine, and acknowledged the aforegoing written articles of agreement to be their, and each of their act and deed, and the said Jacob Fox also acknowledged the same to be the act and deed of his constituents the above named Christopher Scarrow and wife, and severally desired the same may be recorded as such.

Witness my hand and seal, the day and year aforesaid.

JOHN HUNTER, [SEAL.]

Lycoming County, *ss.*

Recorded in the office for recording deeds, &c. in and for the said county, in deed book U, page 3, &c. In testimony whereof, I have hereunto set my hand, and affixed the seal of said office, this twenty-sixth day of March, A. D 1830.

J. VANDERBELT, Recorder.

Fees $1 25.

Jacob Dubois vs. James Graham.

No.	Quantity.	Warrantees.	Owners.	Township.	County Tax. 1809	1810	1811	1812	Road Tax. 1809	1810	1811	1812
	440	Sam'l Quinn,	Joseph Fearon's heirs.	Wayne.	$ 55	$ 55	$ 73	$ 73	$ 55	$ 55	$ 73	$ 73
	423¼	James McDonald,	do	"	53	53	70	70	53	53	70	70
	330	Matthew Hand,	do	"	41	41	55	55	41	41	55	55
	380	Alex'r Power,	do	"	47	47	63	63	47	47	63	63
	308	Marg't Power,	do	"	38	38	51	51	38	38	51	51
	99.159	William Brown,	do	"	12	12	16	16	12	12	16	16
	317.136	Rachel McCarters,	do	Center.	39	39	53	53	39	39	53	53
	272	William Power,	do	Neppinose.	34	34	45	45	34	34	45	45
	392.136	Mary McClean,	do	Washington.	49	49	65	65	49	49	65	65
5680	441	Joseph Fearon,	do	Dunstable.	1.10	1.10	73	73	1.10	1.10	73	73
3884	77.88	do	do	"	19	19	13	13	19	19	13	13
837	286.105	do	do	"	71	71	48	48	71	71	48	48
5612	365.136	do	do	"	91	91	61	61	91	91	61	61
5613	367.138	do	do	"	92	92	61	61	92	92	61	61
4843	111.165	do	do	"	28	28	18	18	28	28	18	18
5615	254 —	do	do	"	64	64	42	42	64	64	42	42
4840	990.74	do	do	"	2.47	2.47	1.65	1.65	2.47	2.47	1.65	1.65
4841	1107.42	do	do	"	2.77	2.77	1.84	1.84	2.77	2.77	1.84	1.84
3694	55.145	Alex. Power,	do	Lycoming.	14	14	09	09	14	14	09	09
3695	54.135	do	do	"	14	14	09	09	14	14	09	09
3696	61.100	do	do	"	15	15	10	10	15	15	10	10
636	344	Crawford & Lyon,	do	Pine creek.	86	86	57	57	86	86	57	57
					14.96	14.96	12.41	12.41	14.96	14.96	12.41	12.41
				Total								$109.48

Mr. James Fearon—Sir: Please to pay the bearer, Mr. Andrew D. Hepburn, one hundred and nine dollars and forty-eight cents, in full on the county and road tax due on the above list of lands, and this shall be your receipt for the same, and you will oblige yours, &c.

$109.48.

3 Oct., 1812.

JOS. J. WALLIS,
Treasurer of Lycoming county.

Sir: Mr. John Curwin, jun. was here, and got this statement made out, and wished me to draw on you in this way for the amount of the tax due.

Yours, &c.

JOS. J. WALLIS.

Oct 13th, 1812. Received the amount of the within bill of taxes of Mr. James Fearon, in full.

A. D. HEPBURN.

Whereupon, the said defendant, further to maintain the said issues on his part, examined as a witness Joseph *J.* Wallace, who being duly sworn deposed as follows:—

(*Joseph J. Wallace.*)

This statement is made out by Joseph Folk, when I was treasurer; I sometimes gave drafts on merchants; Mr. Hepburn has paid this money to me, $109 48-100; and thereupon the evidence was closed on both sides. Whereupon the counsel for the said plaintiff requested the said court to instruct and charge the said jury upon twelve written points of law, then and there tendered to the said court, as is contained in the said twelve points of law hereunto annexed: page 11. But the said judge refused so to charge and instruct the said jury, but charged and instructed them as is contained in the answers of the said court to the questions so submitted by the said counsel for the plaintiff, hereunto annexed page 12. And the counsel for the said defendant requested the said court to instruct and charge the said jury upon seven written points of law, then and there tendered to the said court, as is contained in the said seven points of law hereunto annexed, page 14. *And the said court, in answer thereto, charged and* instructed the said jury as is contained in the answers of the said court to the questions so submitted by the said counsel for the defendant hereunto annexed, page 15; and with the said answers upon the said several points, committed the said case to the said jury. And thereupon the counsel for the said plaintiff, did then and there except to the aforesaid charge and opinion of the said court; and, inasmuch as the said charge and opinion, and said several decisions so excepted to, do not appear upon the record, the said counsel for the said plaintiff did then and there tender this bill of exceptions to the opinion of the said court, and requested the seal of the judge aforesaid should be put to the same, according to the form of the statute in such case made and provided; and thereupon the aforesaid judge, at the request of the said counsel for the plaintiff, did put his seal to this bill of exceptions, pursuant to the said statute.

TH. IRWIN, D. J.

The foregoing bill of exceptions, consisting of 152 folio pages, has been examined, and is believed to be correct, by

F. C. CAMPBELL,
Counsel for Defendant.

April 7th, 1834.

UNITED STATES, Western District of Pennsylvania, sct.

I certify the foregoing to be a true copy of the record, and all the proceedings of the said court in the case of Jacob Dubois, a citizen of the state of New York, lessee of Oliver S. Wolcott a citizen of the state of Connecticut, *vs.* James Graham, a citizen of the state of Pennsylvania, with notice to Andrew D. Hepburn, a citizen of the state of Pennsylvania, as they remain in this court.

In testimony whereof, I have hereunto set my hand, and the seal of the said court at Williamsport, this thirteenth day of November, A. D. one thousand eight hundred and thirty-four.

JAMES ARMSTRONG,
Clerk Dis. Ct. U. S. West. Dist. of Penna.